Restrictive Covenants
First Addition to Scholar Ridge Estates

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First Addition to Scholar Ridge Estates, Lots 50-92,
Town of Clayton, Winnebago County, Wisconsin

Recording Area

Name and Return Address
Vision Realty & Development, LLC
PO Box 225
Little Chute, WI 54140

006061801, 0060632, 006061701
Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 5 day of FEBRUARY 2025.

Clayton Development Group, LLC

By: _____
Derek Liebhauser

STATE OF WISCONSIN)
)SS
COUNTY OF WINNEBAGO)

Personally, came before me this 5 day of FEBRUARY 2025, the above-named Derek Liebhauser, known to me to be the person who executed the foregoing instrument.

Notary Public: _____
Winnebago County, Wisconsin
My commission expires: 10/20/2027

JILL M. HENDRICKS NOTARY PUBLIC STATE OF WISCONSIN

Drafted by Derek Liebhauser

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

C-9

DECLARATION OF RESTRICTIVE COVENANTS
FOR FIRST ADDITION TO SCHOLAR RIDGE ESTATES
TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

Clayton Development Group, LLC ("CDG"), the owner of Lots 50-92 in First Addition to Scholar Ridge Estates, a subdivision located in the Town of Clayton, Winnebago County, Wisconsin and legally described on Exhibit A attached hereto, makes the following declaration as to limitations, restrictions, and uses to which the lots in First Addition to Scholar Ridge Estates (the "Subdivision") may be put. These declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and persons claiming under them, for the benefit of, and limitations on, all future owners and persons claiming under them.

RESTRICTIONS ON USE, STRUCTURES AND SITE DEVELOPMENT FOR LOTS 50-92

1) **Purpose**. These covenants are set forth to ensure the use of the property within the Subdivision for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to assure each lot owner the full benefit and enjoyment of their lot and home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all of the other lot and home owners.

2) **Land Use and Building Type**. No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:

   a) All dwellings shall not have less than a two-car garage attached unless approved by CDG or Assignee.

   b) All the dwellings and garages which front on any street shall be finished with a minimum of 25% "natural exterior" consisting of, but not limited to, brick, stone, or other masonry except by approved variance by CDG or assignee for certain styles of homes, such as "Salt Box", etc.

   c) All dwellings shall have a roof pitch of not less than 7/12 and be constructed with a 30-year architectural shingle or better quality.

   d) One single-story storage shed/garage shall be allowed per lot with dwelling. No lot is allowed to have only a storage shed/garage without an occupied dwelling already constructed. Shed/garage must be stick built to match dwelling architectural design. Any shed/garage shall be located to the rear of the dwelling on said lot and shall meet any requirements set by the Town of Clayton.

   e) If at any time farm/field drain tile is disturbed, damaged or destroyed during the digging or construction process, said farm/field drain tile must be reconnected by lot owner to properly function and not restrict ground water flow.

3) **Architectural Control**. As long as CDG owns any lot in the Subdivision, no dwelling, structure, or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by CDG or its assignee. Requests for approvals can be sent to jill@visionrealtyanddev.com or its assignee.
4) **Setback Lines.** Setback lines shall conform to local zoning regulations and the recorded Plat of the Subdivision.

5) **Minimum Floor Area and Design.** All structures to be erected in the Subdivision shall be of pleasing external design and shall conform with all established setback lines, and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot. The square footage of the main structure, exclusive of lower level (basement), open porches, breezeways and garages shall be not less than:

Lots 50-92	
One story above grade	1600 sq. ft.
Story and a half above grade	1800 sq. ft.
Two story above grade	2000 sq. ft.

6) **Basement.** All homes shall have either basements or standard 4' (four foot) footing walls.

7) **Grade.** A licensed surveyor is required for any lot staking. No structure or lawn shall be permitted until proper grades for each have been set in accordance with the approved drainage plan for the Subdivision, the cost of which setting 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 finishing/grading/ landscaping process is responsible to bring their lot into compliance with the approved Subdivision drainage plan.

9) **Vacant Lot Maintenance.** The lot owner is required to perform all necessary maintenance/upkeep of the lot and right-of-way areas. No trash, waste, brush, weeds or long grass is permitted.

10) **Construction Site.** No building material shall be placed on any lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained, to CDG's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers. Outdoor burning of construction debris is prohibited. Builders and/or lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.

11) **Fill.** CDG reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by CDG shall be within a one-mile radius of the lot from which it is being removed. If CDG 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**. Construction of all residential buildings shall be completed prior to occupancy and within twelve (12) months of the start of construction. Lawns shall be completed within twelve (12) months of occupancy. No rock, sand, or "desert" landscaping in place of grass is permitted.

13) **Driveways**. All dwellings shall, within one (1) year of completion of permanent street paving, install a paved concrete driveway of stable and permanent construction extending from the edge of the finished roadway surface to the vehicular entrance of the garage.

14) **Utility Services**. All utility services including, but not limited to, electrical, phone, gas, and cable must be underground to and from buildings.

15) **Postal Boxes**. Cluster box units (CBU's) will be placed in the development. It is the residents ongoing responsibility for transferring keys, box maintenance, snow removal, etc. Lock changes/replacement keys are done through the USPS.

16) **Used Buildings**. No used buildings shall be moved onto any lot.

17) **Accessory Structures**. No accessory structure, including but not limited to storage sheds, swimming pools, swing sets, dog runs, etc. shall be permitted forward of the rear line of the residential structure. All accessory structures must meet local zoning requirements. Any storage shed or similar building shall be stick built (framed) construction on a concrete slab, and shall match the dwelling to the extent feasible.

18) **Temporary Structures, Outbuildings or Trailers**. No structures of a temporary nature, such as trailers, mobile homes, campers, 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.

19) **Personal Property Storage**. Outside storage of recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., shall not be allowed for a term longer than three (3) days.

20) **Signs and Antennae**. No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than six (6) square feet in area advertising the property for sale, or by a builder to advertise the property during the construction and sales period, except that CDG, as developer, may utilize signs of any size for advertising properties in said Subdivision for sale.

21) **Unlicensed Vehicles and Salvage Materials**. No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials 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 in writing by CDG, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision.

23) **Short Term Leasing**. No dwelling within the Subdivision may be leased or rented for a period of less than thirty (30) days. Each owner shall provide copies of any lease or other rental agreement pursuant to which anyone other than such owner is occupying a dwelling within the Subdivision to CDG and, once the Association is formed pursuant to Section 35, below, to the Association. No accessory structure may be leased to, or otherwise used by, anyone other than the owner(s) of the associated dwelling.

24) **Trash**. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up.

25) **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.

26) **Zoning, Health, and Other Laws and Regulations.** All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over the Subdivision and which pertain to said Subdivision shall be strictly observed and complied with.

27) **Pools**. No above ground swimming pool shall be allowed in the Subdivision.

28) **Berm/Fence**. In the event CDG constructs a berm and/or fence in the Subdivision along selected lots, neither current nor subsequent owners of these lots shall alter such berm or the plantings on it, or any fence that may be erected upon it, or elsewhere in the Subdivision. Homeowner is responsible to submit for review a scope of work detailing the specs for installation of fencing. Specs must include location, material, and height of proposed fence. Written approval is required prior to installation of fencing. Town permit must be obtained, and you must be in compliance with all applicable zoning requirements with the Town of Clayton. Fences shall be constructed of metal ornamental only. In no event shall chain link or other metal or wire fencing be constructed- as it will not be permitted. Metal Fences shall be a black ornamental three rail. No spiked or pointed decorative accents are permitted. No fence shall be constructed in excess of seventy-two inches (72") above finished grade. Fence height is measured at the top of the highest point of the fence. The homeowner is responsible for the upkeep and general maintenance of the fence. Fence is to be maintained in a condition that continues to meet the specs that was initially submitted for approval. This includes replacement of broken fence slats and/or posts.

29) **Trees.** No trees planted or transplanted within the Subdivision by CDG shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of CDG so long as CDG still owns any lot in the Subdivision.

30) **Animals.** No animals, livestock, or poultry of any kind shall be kept, bred, or raised on any lot in this Subdivision except as normal household pets provided, they are not kept, bred, or maintained for any commercial purpose.

31) **Storage Tanks**. No above ground or underground storage tanks shall be permitted upon any lot.

32) **Hunting/Firearms**. No hunting or discharging of any firearm shall be allowed within the Subdivision.

33) **Subdivision of Lots.** No lot may be subdivided into a smaller lot.

34) **Outlot Conveyance Restrictions.** All outlots shall be deeded to the Town of Clayton.

35) **Property Owners Association.** CDG or the agreement of at least seventy-five percent (75%) of the lots in the Subdivision can form a Property Owners Association if a need for one is determined. Every lot owner to which these covenants apply shall be a member of First Addition to Scholar Ridge Estates Owners Association (the "Association") (if formed) and shall participate in the operation of the Association in accordance with the Bylaws of the Association. So long as CDG owns at least one lot in the subdivision, CDG shall have the right to appoint the majority of the members on the Board of Directors of the Association. The Board of Directors of the Association is empowered under the Bylaws of the Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of all areas for which the Association is responsible. In its exercise of authority under said Bylaws, the Board of Directors has the power and duty to collect interest on overdue assessments and to suspend voting rights of an Association member during any period in which such member is in default in the payment of said assessment, in addition, any unpaid assessments may become a lien against the member's property within the subdivision. The Board of Directors may vary the amount of the annual assessment by not more than fifteen percent (15%) from the immediately preceding year without membership approval, and by more than fifteen percent (15%) only when so authorized by a majority vote of the Association.

36) **Storm Water Detention Facilities.** Outlots will be owned and maintained by the Town of Clayton. There shall be no swimming or wading within, or any floating or other navigation upon any storm water detention facilities or drainage ways located within the Subdivision. No fishing is permitted on storm water detention facilities located in the Subdivision. The deposit of fertilizer, grass clippings, or other organic materials into drainage ways or storm water detention facilities located within the Subdivision, or any other polluting thereof shall be prohibited. Brush piles, fish cribs, stones, rocks, gravel, or trees shall not be deposited into any drainage way or storm water detention facility. No fish or other aquatic animals shall be released into the drainage ways or storm water detention facilities and anyone releasing unauthorized fish or other aquatic animals into the drainage ways or storm water detention facilities shall be charged removal costs. The feeding or releasing of ducks or geese within the Subdivision shall be prohibited. No cars, trucks, snowmobiles or other motorized vehicles, cross country skies, snowshoes, ice skates or other devices are allowed on the drainage ways or storm water detention facilities during the winter or at any other time. CDG shall not be liable for costs, expenses, damages or injury incurred by those lot owners or their guests or invitees who violate these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their children, guests, or invitees. The Town of Clayton shall have the unqualified right to enter upon any drainage easement for inspection, maintenance or repair of drainage ways and storm water facilities. The Town of Clayton retains the right to special assess the cost of care and maintenance of all drainage ways and associated storm water facilities within the Plat. The payments of said care and maintenance costs shall be assessed equally to all platted lots within the Scholar Ridge Estates Subdivision.

37) **Enforcement.**

a) Upon the violation of any one or all of the provisions of this Declaration, CDG, the Association, or a lot owner, as the case may be, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, including reasonable attorneys' fees. Any failure of such enforcement shall not be deemed a waiver of a right to do so or the acquiescence of any violation subsequent or otherwise.

b) CDG or the Association, as the case may be, shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any lot for any costs and expenses incurred by CDG or the Subdivision, as the case may be, in the enforcement of the provisions of this Declaration with respect to such lot, including without limitation, the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. CDG or the Subdivision shall further have the right to levy and collect an assessment against all lots in the Subdivision for reimbursement of costs and attorneys' fees incurred by CDG or the Subdivision in the enforcement of this Declaration, provided, that (i) said assessment shall be equally allocated to all platted lots in the Subdivision, including those owned by CDG, and (ii) any enforcement costs recovered from the violating lot owner shall be credited or refunded to owners of lots against which the assessments were made.

c) Any assessments not paid when due shall bear interest at a rate of twelve percent (12%) until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money for construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable lot owner.

38) **Disturbance of Survey Stakes.** No pole, pedestal, buried cable or other object shall be placed so as to disturb any survey stake or to obstruct any vision along any lot lines or street. Any disturbance of a survey stake is a violation of Section 236.32 of the Wisconsin Statutes.

39) **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force a defect.

40) **Amendment.** This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least seventy-five percent (75%) of the lots in the Subdivision, in such form as to allow it to be recorded in the relevant County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval of CDG, so long as CDG owns any lot(s) in the Subdivision. Further, so long as CDG owns any property in the Subdivision, CDG, by itself alone, shall be entitled to modify, clarify, change, amend and/or terminate the covenants, conditions and restrictions.

41) **Term.** These conditions, restrictions, and requirements are covenants running with the land.

42) **Interpretation.** These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations. These covenants are subject to enforcement under Wisconsin Law.

Executed this 5 day of FEBRUARY, 2025.

CLAYTON DEVELOPMENT GROUP, LLC

By: _____
Derek Liebhauser

STATE OF WISCONSIN)
)SS
COUNTY OF WINNEBAGO)

Personally, came before me this 5 day of FUBRUARY, 2025, the above named Derek Liebhauser, to me known to be the Manager of Clayton Development Group, LLC and the person who executed the foregoing instrument, and acknowledged the same.

JILL M. HENDRICKS NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My commission expires 10/20/27

EXHIBIT A

First Addition to Scholar Ridge Estates Part of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ of Section 24 Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin
Lots
50,51,52,53,54,55,56,57,58,59,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78, 79, 80,81,82,83,84,85,86,87,88,89,90.