

DATE _____

DATE _____

RESTRICTIVE COVENANTS

WHEREAS, Windsor Partnership, a Wisconsin Partnership, is the owner of the property known as Windsor Park Replat, City of Menasha, Winnebago County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on December 23, 1987

WHEREAS, the above mentioned subdivision does not contain any restrictive covenants and it is the desire of the developers hereto to preserve and protect the desirability, beauty and value of all of the land in said subdivision for the benefit of all of the owners thereof, their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the owners and developers hereto, their heirs, personal representatives, successors and assigns, that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. Lot 1 shall be zoned Multi-Family. All lots 2 through 53 shall be restricted to single family dwellings.

2. Single Family lots 2 through 8 are subject to the following:

A. Single story dwellings shall contain a minimum of 1100 square feet on the ground excluding breezeway or attached garage.

B. One and one-half story or two story dwellings shall contain a minimum of 900 square feet of floor space on the ground floor excluding breezeway or attached garage and minimum of 1500 square feet of floor space for the entire dwelling exclusive of breezeway or attached garage.

C. All split level homes shall have not less than 1500 square feet of living space excluding breezeway or attached garage.

D. All bi-level homes shall have no level of less than 860 square feet of living space excluding breezeway or attached garage.

3. Single Family Lots 9 through 19 shall be subject to the following:

A. Single story dwellings shall contain a minimum of 1500 square feet on the ground floor excluding breezeway or attached garage.

B. One and one-half story or two story dwellings shall contain a minimum of 950 square feet of floor space on the ground floor excluding breezeway or attached garage and a minimum of 1800 square feet of floor space for the entire dwelling exclusive of breezeway or attached garage.

C. All split level homes shall have not less than 1800 square feet of living space excluding breezeway or attached garage.

D. All bi-level homes shall have no level of less than 1000 square feet of living space excluding breezeway or attached garage.

4. Single Family Lots 20 through 53 shall be subject to the following:

A. Single story dwellings shall contain a minimum of 1800 square feet on the ground floor excluding breezeway or attached garage.

B. One and one-half story or two story dwellings shall contain a minimum of 1100 square feet of floor space on the ground floor excluding breezeway or attached garage and a minimum of 2000 square feet of floor space

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for the entire dwelling exclusive of breezeway or attached garage.

C. All split level homes shall have not less than 2100 square feet of living space excluding breezeway or attached garage.

D. All bi-level homes shall have no level of less than 1100 square feet of living space excluding breezeway or attached garage.

5. All dwellings shall have an attached garage of not less than 480 square feet.

6. All dwellings, including garages, shall be completed before occupancy.

7. No building shall be moved onto any lot.

8. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to commence.

9. No trailer, tent, shack, basement, garage, barn or other out-building shall be used temporarily or permanently as a residence.

10. All residences shall have basements or footings extending at least 4 feet below grade.

11. All dwellings shall be set back not less than 25 feet from the street. Dwellings on corner lots shall be set back not less than 20 feet from both streets. Sideyards shall be a minimum of 8 feet to basement wall.

12. The grade of all lots shall be set in accordance with the grade of the original plat.

13. Easements for the installation and maintenance of utilities and drainage facilities 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 or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement 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.

14. An Architectural Control Committee consisting of two or more members shall be appointed by Windsor Partnership. The Architectural Control Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without approval of the Architectural Control Committee. The Architectural Control Committee shall be given a complete set of plans showing four elevations whereby the Committee shall approve or deny the external design and location. The external design shall be harmonious and conform to set back lines. Variations are to approved only where in the opinion of the Committee it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient.

15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construc-

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tion and sales period.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

17. No unlicensed vehicles will be permitted on any lot unless stored within a garage. No boats, recreational vehicles, campers or trailers will be permitted to be stored on any lot unless stored within a garage.

18. These covenants shall run with the land and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered as an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners in the subdivision.

19. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Said enforcement may be either to restrain violation or to recover damages or both. Enforcement may be had by any owner of a lot in the subdivision.

20. Invalidation of any one of these covenants by judgment or court order shall in no way effect the remaining provisions which shall remain in full force and effect.

21. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment which has been executed by the owners of at least 80% of the lots in such form so as to entitle it to be recorded in the office of the Register of Deeds for Winnebago County, Wisconsin; provided, however, that such amendment shall require the written approval in recordable form of Windsor Partnership, a Wisconsin partnership, the original platters, so long as it owns any lots in said plat.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 4th day of January, 1988.

RECEIVED & ACKNOWLEDGED
DATE
DATE

THE WINDSOR PARTNERSHIP

By: Jean A. Schaefer
Jean's Realty & Construction, of
Appleton, Inc.

By: Roger B. Bowers
Roger B. Bowers

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO) SS

Personally came before me this 4th day of January, 1988,
the above named Jan's Realty & Construction of Appleton, Inc., Jerome A. Haen and
Roger B. Bowers to me known to be the persons who executed the foregoing
instrument and acknowledge the same.



Jean A. Schaefer
Jean A. Schaefer
Notary Public, Outagamie County, WI
My Commission expires: Oct. 2, 1988

Drafted by
The Windsor Partnership

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694403 #

RECEIVED & ACKNOWLEDGED

DATE

DATE

✓ file 2 Plots - 40
✓ 693820

Register's Office
Winnobago County, Wis.

Received for record

this 6th Day of

January

AD. 18 88

11:30 o'clock AM

Wynonie Stahmal
REGISTER OF DEEDS

Windsor Partnership
2525 S. Oneida St.
Appleton, WI 54915

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