

RESTRICTIVE COVENANTS

Document Number

Document Title



Register of Deeds
Calumet County, WI

Received for Record
Date: 11/23/11 8:39
Tawara Alten

Recording Area

Name and Return Address

Lexington Homes, Inc.
1300 N. Kimps Court
Green Bay, WI 54313

All of Lot 4 of CSM 3276, all of Lot

Parcel Identification Number (PIN)

2 of CSM 3275 & all of Lot 1 of
CSM 3277

QRM.

Lots 1 through 124, according to the recorded Plat of

The

Ponds of Menasha, in the City of Menasha, Calumet County, Wisconsin

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

gmm.

The **PONDS OF MENASHA**
CITY OF MENASHA

RESTRICTIVE COVENANTS

1. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners. Additionally, above and beyond all covenants, all land owners must comply with all of the City of Menasha's municipal ordinances, which includes, but not limited to only, nuisances, pets, permit requirements.
2. Lots shall be used for the purpose of single family residence only. All homes shall have a roof pitch of not less than 6/12. A two-stall garage minimum. Ranch homes shall be 1,500 sq. ft minimum on first floor. 2-story, 1 ½-story, and split level homes shall have a total minimum of 1,700 sq.ft.
3. No residence shall be erected in the plat until the final plans and site plans used for each building, including elevations have been approved in writing by the proprietors of this plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with. Buyer to provide two (2) full size copies of house plans. Proprietor of this plat reserves the right of final approval in architectural review.
4. 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 is responsible for maintaining established grade.
5. No sign of any kind shall be displayed to public view on a lot except only customary name and address signs, and except a lawn sign, limited to one, advertising the property for sale, which sign shall not be larger than five square feet. Any such sign shall be located outside the public road right-of-way. The developer does reserve the right until all lots sold to place any signage as they see fit. No exterior signage pertaining to home based businesses or the advertising of such services or products.
6. The grading, seeding, or sodding of lots shall be completed within five months after completion of general construction of the property, excluding the months of December, January, February, and March.
7. 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 change 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.

8. No building erected elsewhere shall be moved onto any lot or lots within plat.
9. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.
10. No exterior storage of boats, motor homes, trailers, campers, snowmobiles, jet skis, RVs, or vehicles of any kind permitted on lots within this subdivision. No additional concrete may be place inside yard for storage of any kind. No temporary or permanent canopy or covered structures which may include materials of fabric, wood or metal for the storage of additional objects. No portable storage pods.
11. Every house shall have a foundation below frost line.
12. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates. If a fence is to be erected it shall be a vinyl, painted aluminum or iron fence. No wood or chain link will be approved.
13. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within six (6) months after the start of construction.
14. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
15. No nuisance shall be maintained or suffered to exist in the plat.
16. Satellite dishes less than 20" diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
17. Driveways to be concrete immediately. Until #31 of the restrictive covenants occurs, landowner may elect to pour a temporary blacktop sidewalk and apron to the road, instead of concrete.. Upon #31 of the restrictive covenants occurring, the sidewalk and apron MUST be converted to concrete at the expense of the landowner at the time of assessment.
18. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot on our dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
19. Mini barns or storage sheds, temporary or permanent, shall not be permitted on any lot in this plat. Trash receptacles must be stored in garage.

20. No permanent above ground swimming pools will be permitted on any lot in subdivision.
21. No newspaper boxes, newspaper tubes or mailboxes allowed in front yard. Mailboxes will be provided in designated locations throughout the subdivision.
22. Any home that is built or purchased on an exposed lot that would require a deck will be required to be built no later than one year from the date of closing of said property.
23. No exterior kennels or pens for household pets will be permitted attached or detached from home on said property plat.
24. There is to be no permanent clothes lines or clothes poles within the subdivision.
25. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
26. No firewood may be stored outside in front, back or side yards on any lot within the plat.
27. 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 an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. 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:
 - a. By the Developer as long as the Developer owns any lot for sale in the subdivision.
 - b. After the Developer has sold all lots, the owners of at least 75% of the lots must agree.
 - c. This written Declaration shall be recorded in the office of the Register of Deeds for Brown County, Wisconsin.
28. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Brown County.
29. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person(s) violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.
30. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

31. Public improvements designed and constructed by the City such as sidewalks, curb and gutter and final street paving will be constructed at City's sole cost and expense. These improvements will be specially assessed or otherwise charged against the benefitting properties (current landowner at the time of assessment) within the Development, including lots owned by the Developer, but, as pertaining to Development Phase I, not before at least eighty percent (80%) of the development improvements within the Development Phase I have been constructed as completed properties or January 1, 2018, whichever occurs first and as pertaining to Development Phase II and III, not before at least eighty percent (80%) of the Development Improvements have been constructed as completed properties or January 1, 2022, whichever occurs first.

Development Phases include the Lots as follows:

- Phase I: Lots 1-5, 36-62, 83-124
- Phase II: Lots 6-35,
- Phase III: Lots 63-82

32. Lots 105-114 will be in a Homeowner's Association with 2 other adjoining landowners, which are not part of the plat. These 12 landowners surrounding the pond will be solely responsible for the maintenance and expenses of the aesthetic pond. The pond is not a storm water management pond. It will be up to the parties referenced above to set up an agreement as to the management, maintenance and liability of the pond. The proprietor of this plat is not responsible for setting up or maintaining/managing the association or the pond.

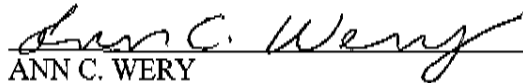
WITNESS THE HAND OF SAID OWNER THIS 21 DAY OF NOVEMBER, 2011

IN THE PRESENCE OF:


 JEFFREY T. MARLOW, MANAGING MEMBER
 PONDS OF MENASHA, LLC

STATE OF WISCONSIN
 BROWN COUNTY SS

PERSONALLY CAME BEFORE ME THIS 11-21-2011
 THE ABOVE NAMED PERSONS TO ME KNOWN TO BE THE PERSON(S) WHO
 EXECUTED THE FOREGOING INSTRUMENT.

 NOTARY PUBLIC
 ANN C. WERY
 BROWN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES: 04/29/2012
 DRAFTED BY: MICHELLE L. STIMPSON

