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Restrictive Covenants  
affecting Lots 103-135, 3rd  
Addition to High Plain Meadows  
subdivision  
Town of Menasha

Document Number

Document Title

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REGISTER'S OFFICE  
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JULIE PAGEL  
REGISTER OF DEEDS

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Recording Area

Name and Return Address

Oakridge Realty, LLC  
PO Box 74  
Neenah, WI 54956

Parcel Identification Number (PIN)

## Restrictive Covenants

Affecting Lots 103-135, Third Addition to High Plain Meadows Subdivision,  
A Subdivision located in the Town of Menasha  
Winnebago County, Wisconsin

Oakridge Realty, LLC being the owner, hereby sets the limitations, restrictions, and uses to which the lots in said Subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them.

1. Purpose. 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, to seek the use of quality materials and workmanship, and to maintain the desired atmosphere 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 insure the same advantages to the other site owners.

2. Land Use and Building Type. No lot, except with prior written approval of Oakridge Realty, LLC or its assigns whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family purposes and restricted as follows:

- A. All single-family homes must have a garage, which garage shall be at least 460 square feet in size (two cars.)
- B. All builders of single-family residences in the Subdivision must have prior written approval from Oakridge Realty, LLC before constructing any home.
- C. All dwellings shall have roof pitch of not less than 5/12.

3. Architectural Control. No dwelling or other house or structure or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by Oakridge Realty, LLC or its assigns. If Oakridge Realty, LLC or its assigns fails to approve or disapprove such plans and/or specifications within 30 days after same have been submitted to it, said plans and specifications shall be deemed to have been approved.

4. Minimum Floor Area and Design. All structures to be erected on said property shall be of a pleasing and harmonious external design and shall conform with any established setback line: and no dwelling shall be permitted on any lot which does not conform to the specified minimum areas. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall no be less than:

Dwelling Type	Size
One story above grade	1100 square feet above grade

Bi-Level	900 square feet above grade
Tri-Level	1000 square feet above grade
Story and a half above grade	1000 square feet on the first floor above grade
Two Story above grade	1500 square feet above grade

5. Grade. All buildings and lots grades shall conform to the drainage plan for the subdivision, which has been approved and is on file with the Town of Menasha and Winnebago County. Site plan (setbacks), building grade, and lot grading shall be set or verified by a registered land surveyor or engineer prior to construction.

6. Nuisances. No noxious or offensive activity shall be carried 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.

7. Signs and Antennas. No signs of antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: 1.) Mini Satellite dishes less than 18” in diameter, or 2.) One sign of not more than five square feet advertising the property for sale or rent by a builder to advertise the property during the construction and sales period, except that Oakridge Realty, LLC or its assigns, as developer, may utilize signs of not more than 40 square feet each for advertising in said Subdivision for sale.

8. Basement. All homes shall have a permanent foundation such as basements, or standard 4-foot footing walls, or (crawl space.)

9. Used Buildings. No used buildings shall be moved onto any lot.

10. Completion of Home. Construction of all residential buildings shall be completed on the outside before occupancy and shall have the inside completed within 12 months of visible commencement of work. Lawns shall be completed within 1 year of occupancy.

11. Duty to Maintain the Lot. From the date of purchase of a lot, the owner is responsible for maintenance of the lot. Maintenance shall include mowing cutting weeds growth so that the maximum length is less than 8.” Maintenance shall also include keeping the lot free of trash and debris.

12. Driveway. Each lot owner shall have a concrete or asphalt driveway within two years after completion of residence.

13. Temporary Structures, Outbuildings, or Trailers. Except as may be authorized by Oakridge Realty, LLC or its assigns, no structures of a temporary nature, not trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied, except for recreational vehicles parked on the back of a lot for temporary (not more than ten days in any one month with a maximum of 30 days per calendar year) periods.
14. 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 pickup, except as may be otherwise authorized by applicable ordinance.
15. Fill. No fill, including excess excavation fill, shall be removed from this Subdivision with the express written consent of Oakridge Realty, LLC or its assigns.
16. Zoning, Health, and Other Laws and Regulations. All zoning, health, and other laws, ordinances and regulations promulgated by the Municipality having jurisdiction over the Subdivision, Winnebago County, or the State of Wisconsin, which pertain to said Subdivision shall be strictly observed and complied with.
17. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or junkyards or storage area for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots in the Subdivision.
18. Commercial Businesses. Except as may be permitted by local zoning regulations and as authorized by Oakridge Realty, LLC or its assigns, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the Subdivision.
19. Setback Lines. Setback lines shall conform to local zoning regulations except that Oakridge Realty, LLC or its assigns may, in promoting overall harmony, establish other requirements in addition to and in conformity with such regulations.
20. Term. The covenants and restrictions herein contained shall be in effect until April 1, 2008, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph 19.
21. Amendment. These covenants and restriction may be removed, modified, annulled, and waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment, etc. Which has been executed by the than owners of at least a majority of the lots in said subdivision, in such form as to entitle it to be recorded in the office of the Register of Deeds for Winnebago County, Wisconsin provided, however, that such amendments, etc to be effective shall require the written approval, in recordable form, of Oakridge Realty, LLC or its assigns so long as it shall own any lot in said Subdivision.

22. Animals. No animals, except as normal household pets, shall be kept, bred, or raised on any lot in this Subdivision.

23. Roads and Utilities. The developers will provide curb and gutter, street lights, underground utilities, and the initial base coat of street asphalt. The lot owners will be assessed for the final layer of asphalt by the Town of Menasha.

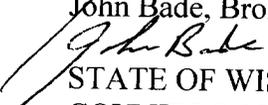
24. Variation. Variations in any of these Restrictive Covenants may be permitted by Oakridge Realty, LLC or its assigns where it is reasonable satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole.

25. Enforcement. If any lot owner or person/s in possession of any lot or dwelling on a lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person/s violating or attempting to violate any such restriction or condition, either to prevent such person/s from doing so or to recover damages for such violation or to restrain the violation.

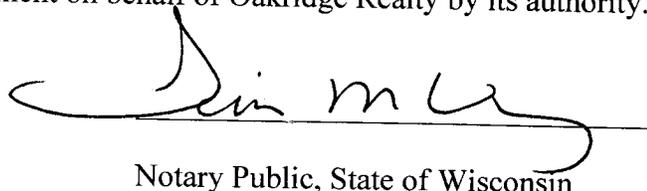
26. Invalidity of any Restrictive Covenants. Should any one of these Restrictive Covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining Restrictive Covenants shall remain in full force and effect as if these Restrictive Covenants had been executed with the invalid portion thereof eliminated.

27. Benefit. The Restrictive Covenants shall be binding upon and inure to the benefit of Oakridge Realty, LLC or its assigns, all subsequent owners, or any other persons with an interest in any property in this Subdivision, their heirs, personal representatives, successors and assigns.

  
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John Bade, Broker/Secretary

  
STATE OF WISCONSIN     )  
COUNTY OF WINNEBAGO ) ss

Personally came before me this 4-4-05 and above named John Bade to be known as the Secretary and the person who signed the foregoing instrument, and acknowledge that they signed said instrument on behalf of Oakridge Realty by its authority.

  
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Notary Public, State of Wisconsin

My commission expires 9-24-06