

# Protective Covenants

*Of*

## Golf Village

WHEREAS, Owner desires to insure the *highest and best* use of the lands herein described and the most appropriate development and improvement of each building site or parcel located therein; to protect the owners of said building sites against such improper use of surrounding building sites as might depreciate the value of their property; and further to preserve, as far as practicable, the natural beauty of said area: to guard against the erection thereon of poorly designed or poorly proportioned structures and structures built of improper or unsuitable materials: to encourage and secure the erection of attractive homes, with appropriate locations on said building sites; prevent haphazard and discordant improvements of building sites; to secure and maintain proper setbacks from roads and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement of said property and thereby to enhance the value of investments made by purchasers of building sites within the below described real estate: ,

NOW, THEREFORE, in order to achieve the above purposes, the owner hereby declares that the below--described real estate and all parcels thereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of *which is* and are for the benefit of the below described real estate and each individual parcel now or to be contained therein and for each owner thereof, and shall insure to the benefit of and pass with said property and each and every lot and building site and shall apply to and bind the owners thereof, and their heirs, legal representatives, successors and assigns.

### I. DEFINITIONS.

A. Lot - A single parcel of building space.

B. Lands Herein Described - Premises described at the end of this instrument less and excepting that part of the premises devoted to roads, if any.

C. Architectural Control Committee - The Architectural Control Committee is Stephen A. Winter, Teresa Winter and Leslie A. Randall, or their successors, who shall be named by the Committee.

### II. LAND USE AND BUILDING TYPE:

A. All parcels shall be used only for residential purposes.

B. No building shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two stories in height and an attached private garage, of at least 400 square feet and for not more than four cars.

C. All dwellings shall be completed within 12 *months* of visible commencement of work.

D. Lawn shall be completed within one year of occupancy.

### III. BUILDING SIZE.

The minimum square footage of living area in the main structure, exclusive of garages, breezeways and open porches, shall be as follows:

Dwelling Type    Size

One Story above grade 1800 square feet

Story and a half above grade 2000 square feet

Two story above grade 2200 square feet

Total finished area for split level 2200 square feet

### IV. BUILDING LOCATION

A. The Architectural Control Committee must approve the location of dwelling units .

B. Dwelling units shall be located reasonably close to the center of the lot, shall face the front line of the lot.

C. The Architectural Control Committee may approve the location and size of one single story storage shed, not to exceed 225 square feet, per lot.

D. On the pond lots there shall be no storage sheds closer than ten (10) feet to the pond.

E. The shed shall be made of the same or similar exterior material as the dwelling on the lot.

### V. BUILDING GRADE.

No owner shall so grade his property so as to allow his property to drain into any adjacent properties. Even though the grade for the lot shall be set by the Architectural Control Committee, the individual owner shall be responsible for assuring drainage flows to the designated area and does not adversely affect neighboring properties. No structure or lawn shall be permitted until proper grades for each have been set and approved by the Architectural Control Committee.



## VI. BUILDING APPROVAL:

A. Architectural Control Approval - No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat plan showing the location of the structure have been approved in writing by the Architectural control committee hereinafter set forth as to quality of workmanship and materials, color scheme, harmony of external design with existing structures and as to location with respect to topography, finished grade elevation and existing structures. The finished floor level and finished elevation of each home and drainage provisions may be set by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not desirable in their opinion for aesthetic or other reasons, and in so passing upon them, they shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property.- Until the Architectural Control Committee records a different address at the office of the Register of Deeds for Winnebago County, Wisconsin, or until such time as its rights and responsibilities are assigned, the address of the Committee shall be Rollie Winter & Associates, 111 West College Avenue, Appleton Wisconsin 54911.

B. Procedures - The Architectural Control Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the Covenants contained in this writing shall be deemed to have been fully complied with. As long as the developer owns any lot in the Golf Village Subdivision, no house, structure or fence may be erected on any lot in this subdivision until the plans and specifications have been submitted to and approved by the developer. These plans are to show four elevations whereby the developer shall pass on the external design and shall be harmonious and conform to setback lines.

## VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS:

A. Nuisances - No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

B. Animals - No animals or reptiles generally regarded as objectionable shall be kept or lodged on the premises. There shall be no more than 2 dogs or 2 cats per household. If the owner has an outside kennel, it must be protected with shrubs and landscaping. If a pet has a litter, those pets must be elsewhere by 3 months of age.

C. Temporary structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any parcel at any time as a residence, either temporarily or permanently.

D. Movement of Buildings - No existing building shall be moved onto any of the above described land.

E. Growth and Debris on Lots - The owner of each lot shall keep his lot, together with all lands lying in road right-of-way between his lot, and the traveled portion of all roads that abut his lot, mowed and sightly even though the lot be vacant and/or unimproved. No weeds, underbrush or unsightly growths shall be permitted to grow or remain upon any property and no refuse pile, rubbish or unsightly objects shall be allowed to be placed or suffered to remain -anywhere thereon; and in the event that the owner shall fail or refuse to keep his property free of weeds, underbrush or refuse pile or other unsightly growths or objects, then agents of the maker of said covenants may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

F. Signs - No signs of any kind shall be erected or maintained on any of the lots without the prior written consent of the Architectural Control Committee. The Committee may allow one sign of not more than 6 square feet advertising the property for sale. The developer may utilize signs of any size advertising for sale the properties in Golf Village.

G. Garbage and Refuse Disposal - All incinerators or other equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition. Trash, garbage or other waste shall be kept except in sanitary containers, which shall be concealed. No trash container is to be put in front of any dwelling sooner than the day before regularly scheduled for pick-up.

H. Storage - Nothing may be parked or stored outside without written approval of the Architectural Control Committee. No storage tanks shall be permitted unless they are buried or concealed. It is intended that-all vehicles, boats, recreational vehicles, etc. and junk, etc. must be garaged.

I. Lines - All power lines and telephone wires, cables and lines shall be placed underground from the nearest conduit providing the respective service.

J. Trees - The owner of each lot agrees to plant five (5) or more trees of a size of at least three (3) inches at the base and eight (8) or more shrubs on his lot within one (1) year of the purchase of said lot.

K. Driveways - All driveways shall be hard surfaced in a manner approved by the Architectural Control Committee.

L. Additional Buildings - No additional buildings of any kind may be constructed on the property after initial construction, without approval of the Architectural Control Committee.



M. Construction Site - All trash and waste is to be kept in sanitary containers and out of the public view. No building material is to be placed on any lot more than thirty (30) days prior to the time that construction is to begin.

N. Fill - No fill, including excess excavation fill, shall be removed from Golf Village Subdivision without prior written *consent* of the Architectural Control Committee.

O. Berm - The owners have constructed or *intend to* construct a berm *in the Subdivision along* Lots Nineteen (19) through Thirty-five (35). Neither current nor subsequent owners shall alter the berm, the plantings on it, or any fence that may be erected on it without the approval of the Architectural Control Committee.

P. Fence Maintenance - Stonegate Partners Partnership intend to erect a fence along the pond Lots Forty-four (44) through Fifty-six (56) and an exterior fence on Lots Nineteen (19) through Thirty-five (35). All subsequent owners of these lots shall not remove or alter this fence in any manner. Golf Village Property Owners corporation shall maintain the fence.

Q. Walls and Fences - No wall or fence, excluding hedge fences of any kind whatsoever shall be constructed on any lot until after the height, type design and location thereof shall have been approved in writing by the Architectural Control Committee.

R. Satellite Dishes - No satellite dishes may be allowed without the approval of the Architectural Control Committee.

#### VIII. PROPERTY OWNERS ASSOCIATION:

Each lot owner of lands described below shall be a member of Golf Village Property Owners Corporation. Each member shall be entitled to one vote on each matter submitted to a vote of the members for each lot owned by that member. The Golf Village Property Owners Corporation does have authority to assess each lot for fees and expenses from time to time.

#### IX. TIME LIMIT:

These Protective Covenants are to run with the land herein described and shall be binding on all parties and all persons claiming under them in perpetuity, unless by a vote of the then record owners of at least 75% of the lands herein described, it is agreed to change said Protective Covenants in whole or in part. Each lot is entitled to one vote.

#### X. ENFORCEMENT PROVISIONS:

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Protective Covenants herein, it shall be lawful for any other person or persons owning any of the lands herein described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such

Protective Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

#### XI. SEVERANCE CLAUSE:

Invalidation of any one of these Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### XII. MODIFICATION AND AMENDMENT:

These Protective Covenants may be modified or amended at any time by written agreement of the then record owners of at least 75% of the lands herein described, which modifications or amendments shall become effective only after said written agreement has been duly recorded at the Office of the Register of Deeds for Outagamie County, Wisconsin. Each lot is entitled to one vote.

#### XIII. COMPLIANCE WITH GOVERNMENTAL REGULATIONS:

In addition to complying with the above Protective Covenants, all owners at all times of all parcels within the lands herein described for themselves, their heirs and assigns, agree to comply with any and all ordinances, laws, rules and regulations of any governmental authority which may be applicable to the use and enjoyment of the lands herein described or any portion thereof.

#### XIV. CERTIFICATE OF OWNERS:

As owners, we, the undersigned, hereby certify that we are the owners of the following described property and a\_11 of the Covenants herein attached to this property.

Lots One (1) through Twenty (20) and Lots Twenty-two (22) through Fifty-six (56)

Dated at Appleton, Wisconsin, this 11th day of September, 1991.

Stonegate Partners Partnership

Stephen A. Winter

State of Wisconsin

Outagamie County )

Personally came before me on this 11th day of September, 1991, the above named Stephen A. Winter to me known to be the person who executed the foregoing instrument and acknowledge the same.

James R. Long

Notary Public, State of *Wisconsin*

My Commission is permanent.

This *document* was drafted by:

Attorney James R. Lang  
5735 W. Spencer Street  
Appleton, WI 54915

AMENDMENT TO PROTECTIVE COVENANTS

*PROTECTIVE COVENANTS* covering Lots one (1) through Twenty (20) and Lots Twenty-two (22) through Fifty-six (56) of Golf Village, Town of Menasha, Winnebago County, Wisconsin, dated the 11th of September, 1991, and recorded in the Register of Deeds office for Winnebago County, Wisconsin, on the 17th day of September, 1991, as Document No. 776147.

Stephen A. Winter of Stonegate Partners Partnership hereby states that Stonegate Partners Partnership is the owner of over seventy-five percent (75t) of the lots in said condominium.

Therefore, in accordance with Section XII for Modification and Amendment, Section VII-J is deleted in the Protective Covenants and amended to read as follows:

J. Trees - The owner of each lot agrees to plant three (3) or more trees of a size of at least three (3) inches at the base and five (5) or more shrubs on his lot within one (1) year of the purchase of said lot.

All other terms of the Protective Covenants as previously stated are not changed.

Dated at Appleton, Wisconsin, this day of June, 1992.

Stonegate Partners Partnership

Stephen A. Winter

State of Wisconsin, Outagamie County

Personally came before me this 10<sup>th</sup> day of June, 1992 the above named Stephen A. Winter to me known to be the person who executed the foregoing instrument and acknowledge the same.

Jeannie L. Krissel



Notary Public

State of Wisconsin

My commission expires: 3/14/93

This document was drafted by:

Attorney James R. Long  
5735 W. Spencer Street  
Appleton, WI 54915

## Protective Covenants of Golf Village

### *Amendment*

Stonegate Partners Partnership by Stephen A. Winter, owner of more than seventy-five percent (75%) of the land in Golf Village, hereby states that the Protective Covenants previously recorded herein are amended as follows:

1. Article III. - Building size is deleted and the following is substituted:

Building Size - The minimum square footage of living area in the main structure, exclusive of garages, breezeways and open porches, shall *be* as follows

Dwelling Type Size

one story above grade 1800 square feet

story and a half above grade 2200 square feet

Two story above grade 2400 square feet

Total finished area for split level 2200 square feet

2. Article XII. - Modification and Amendment:

In Article XII, the word "Outagamie" is deleted and the word "Winnebago" is substituted therefore.

All other terms of the Protective Covenants as recorded herein remain unchanged.

Dated this 29<sup>th</sup> day of September, 1992.

Stonegate Partner Partnership



By: Stephen A. Winter

State of Wisconsin, Outagamie County )

Personally came before me this 29<sup>th</sup> day of September, 1992, the above named Stephan A. Winter to me known to be the person who executed the foregoing instrument and acknowledge the same.

Judy Tyler

Notary Public

State of Wisconsin

Commission expires Dec 4, 1994

This document was drafted by.

Attorney James R. Long  
5735 W. Spencer Street  
Appleton, WI 54915

## **Amendment To Pond Restrictions**

*of*

### **Golf Village**

Whereas, there has been prepared on the 11th day of September, 1991, and recorded on the 17th day of September, 1991, in the Winnebago County Register of Deeds office, as Document No. 7761.49, a document entitled "Pond Easement". That document provides that Lots 44 through 56 are adjoining Trevino Pond, and it further provides that there may be changes in the pond for, among other things, recreational uses by vote of 10 of the 13 lot owners.

Stonegate Partners Partnership is the owner of all 13 lots. Stonegate Partners Partnership as owner of all 13 lots hereby amends the current provisions on the lot, and does so by deleting the following language:

"Owners of lots adjoining pond do not have the right to erect any structures on the pond, to float any objects on the pond, or to in any way, interfere with the pond. The pond is not recreational, but is there for the beauty of all persons in Gold Village and to provide a reservoir for surface water run off of Golf Village."

The above language is replaced with the following language:

"Owners of lots adjoining said pond, namely lots 44 through 56, shall have the right to enter the pond, float objects on the pond, and to enjoy the pond for recreational purposes in harmony with other adjoining property owners. They have the right to erect upon their lot a structure which shall allow them to enjoy the use of the pond. There shall be no motorized vehicles of any sort on the pond. There shall be no diving platforms, either temporary or permanent, on the pond. Any property owner for himself, or his invitees, guests, family members, etc., shall understand that any use of the pond shall be done at his own peril, and no other property owner shall incur any liability because of any injuries caused to anyone in any way while using said pond. The pond shall be closed between the hours of 9:00 p.m. and 9:00 a.m. By this it is meant that no one shall be on the pond during that time period. It is the intent of the property owners that the pond may be used solely for the benefit of the adjoining owners in a reasonable manner."

All other provisions concerning use of this pond not amended hereby remain in full force and effect.

Dated this 21<sup>st</sup> day of February, 1995.

**Stonegate Partners Partnership**

Stephen A. Winter, Partner

Subscribed and sworn to before me this 21<sup>st</sup> day of February, 1995.

James R. Long, Notary Public, State of Wisconsin

My commission is permanent

Drafted by: James R. Long

5735 West Spencer Street  
Appleton, WI 54915

(414) 739-4254, State Bar #1003768