

FLANAGAN & STAUFFER,  
a co-partnership

PROTECTIVE  
COVENANTS

TO

THE PUBLIC

THIS INDENTURE, made this 1st day of September, 1992, by Flanagan & Stauffer, a co-partnership, having title to a tract of real estate designated and platted as SEVENTH ADDITION TO WESTHAVEN; and

WHEREAS, the owners of the lands hereinafter described are desirous of imposing restrictive covenants thereon to insure an orderly and harmonious development thereof by protecting said property through the recording of covenants;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the owners thereof hereinabove named do hereby impose and charge the following described property with the covenants, agreements and restrictions hereinafter set out, lying and being situated in the County of Winnebago, State of Wisconsin, to wit:-

Lots 848 through 854 inclusive, and Lots 889 and 890, SEVENTH ADDITION TO WESTHAVEN, 13th Ward, City of Oshkosh, Winnebago County, Wisconsin.

1. Residential Use. The property shall be used only for residential purposes.
2. Building Location. The minimum building set back line, measured from the street right of way, shall be 25 feet.
3. Underground Utilities. All electric and telephone cables and cable T.V. to the residential structure shall be laid underground.
4. Building Completion. Within one (1) year after commencement of construction of any dwelling the following shall be completed:
  - (a) The exterior of the dwelling according to the plans and specifications.
  - (b) Planting trees so that there will be at least four shade trees on each lot. If any of the four required trees dies it shall be replaced.

5. Architectural Control Committee. That during the period that these Protective Covenants are in effect, no structure shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing topography, size, shape, finish grade elevation and protection of values of single and multiple family areas in approximate vicinity.

- (a) Membership. The Architectural Control Committee is composed of Robert E. Stauffer, Fintan M. Flanagan and Carol Jean Flanagan of Oshkosh, Winnebago County, Wisconsin. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A majority of the Committee may designate a representative to act for it.
- (b) At least thirty (30) days prior to commencement of construction of any structure on any lot, one copy of the plans, specifications and plot plan showing the proposed location of the buildings shall be submitted to the Architectural Committee. The Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Committee. In the event that a majority of the Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Committee, approval will not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Committee shall retain one copy of all approved plans and specifications until construction of the dwelling is completed.

6. Temporary Dwellings and Trailers. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for said dwelling; no structure of a temporary character, tent, garage or other outbuilding shall be used as a residence, either temporarily or permanently. No house trailer, travel trailer, recreational vehicle, trailer of any type, boat and/or trailer, snowmobile and/or its trailer shall be parked outside any building on any lot.

7. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except dogs, cats, or other household pets which are not kept, bred or maintained for any commercial purposes.

8. Nuisances. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Signs. No signs of any kind shall be displayed to the public view, except signs used by a builder to advertise the property during construction and sales period or the developers for the sale of lots in the plat and except one professional sign of not more than one (1) square foot and except one sign of not more than eight (8) square feet advertising the property for rent or sale; and further excepting a sign showing the name of the building or buildings, such sign to be approved by the Architectural Control Committee as to size, color, materials, content and location and shall be removed if not properly maintained, as determined by the sole judgment of said Committee.

10. Easements. Easements for the installation and maintenance of utilities are reserved as shown on the plat; said easements are also reserved for the installation and maintenance of underground Cable T.V. Easements for drainage facilities are reserved over all areas shown on the Plat as easements for Public Utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and 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 easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for said plat heretofore approved pursuant to Section 30-39 (h) of the Oshkosh Municipal Code is on file in the office of the City Engineer for the City of Oshkosh, Wisconsin, and all grantees shall comply with same, and all other applicable surface water drainage rules, regulations and ordinances.

11. Excess Excavation Dirt. All excess dirt from any excavation, or otherwise, shall be deposited on lots in the Subdivision or in Sec. 28 - 18 - 16 designated by the Architectural Control Committee, at no expense to the developers.

12. Satellite Antennas. No satellite antennas (antennas in the shape of dishes) shall be located on any lot if the diameter of the dish is in excess of three (3) feet and in such case, only if attached to the roof.

13. Lawn. Within one (1) year after completion of construction a lawn shall be planted and thereafter maintained as a mowed lawn.

14. Golf Course. The undersigned, Robert E. Stauffer, individually and as Trustee and Shirley L. Stauffer, his wife, and in her own right, owners of the Westhaven Golf Course, do hereby impose and charge the real estate comprising said golf course as now defined and described (less any minor adjustments as may be made in the future where it does not abut a recorded plat), with the following covenant, agreement and restriction:

The property shall be used only for golf course or park purposes, including such allied uses as are customary in connection with said uses.

15. Vehicular Turn-arounds. On Lots 848 through 854, inclusive, vehicle turn-arounds shall be constructed so as to permit vehicles exiting onto Oakwood Road to do so without backing onto Oakwood Road.

16. Amendments, Enforceability and Severability. These Protective Covenants shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded; provided, however, that these covenants may be amended in whole or in part at any time by a document signed by the owners of a majority of the lots and recorded with the Register of Deeds, Winnebago County, Wisconsin. These Protective Covenants are made for the benefit of any and all persons who now own or who may hereafter own property in said Subdivision, and such persons are specifically given the right to enforce these Covenants by injunction or other lawful procedure, and to recover any damages resulting from such violation. Invalidity of any of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FLANAGAN & STAUFFER,  
a co-partnership

by Fintan M. Flanagan (SEAL)  
Fintan M. Flanagan, Partner

Robert E. Stauffer  
Robert E. Stauffer

Shirley L. Stauffer  
Shirley L. Stauffer

Robert E. Stauffer  
Robert E. Stauffer, Trustee

STATE OF WISCONSIN )  
 ) ss.  
WINNEBAGO COUNTY )

Personally came before me this 1st day of September  
1992, the above named, Fintan M. Flanagan, a partner of Flanagan  
& Stauffer, a co-partnership, to me known to be the person who  
executed the foregoing instrument and acknowledged same.

Mary E. Reinders  
Mary E. Reinders, Notary Public  
Winnebago County, Wisconsin  
My Commission expires 03/13/94

✓ This instrument was drafted by  
Fintan M. Flanagan  
Attorney at Law

✓ 1809556  
✓ File 2-115

Register's Office  
Winnebago County, Wis.  
Received for record  
this 9th Day of  
September  
A.D. 1992  
2:04 o'clock PM

Marjorie Palmer  
REGISTER OF DEEDS

809558

pd 11/18