

**RESTRICTIVE COVENANTS FOR PLOT OF
PARTRIDGE SUBDIVISION
LOCATED IN THE SW QUARTER OF THE NE QUARTER OF
FRACTIONAL SECTION 1, T-22N, R-14E
CITY OF NEW LONDON COUNTY OF WAUPACA**

RE: Plat of "PARTRIDGE SUBDIVISION" located in the City of New London, Waupaca County, Wisconsin, being recorded in the office of the Register of Deeds for Waupaca County, Wisconsin on October 5, 1994 at 3:30 P.M. in Plat Cabinet C in slide 23 as Document number 525289.

The undersigned, Richard J. Giesler, being the sole owner of the above described property, and for the purpose of maintaining fair and adequate property values, and for the continuing of the property as a highly desirable residential area, do hereby make the following protective covenants which are to run with the land in the same manner as if they had been recorded with the above recorded plat and shall be binding on all successors in interest of any lot or lots within said plat.

If the undersigned or any of his successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the City of New London, Waupaca County, Wisconsin, as a municipal corporation, or for any person or persons having an interest in any real estate situated within the above described plat to prosecute any proceedings at law or equity against any corporation, petition, persons, or any other entity that may be violating or attempting to violate any of these covenants and may enjoin it, him, or them from so doing and to recover damages from any such violation.

Invalidation of any one or more of these covenants by a Judgment or an Order of a Court of competent jurisdiction shall in no way effect any of the other provisions of these covenants and the same shall remain in full force and effect.

These covenants shall remain in full force and effect for a period of ten (10) years from recording and thereafter may be amended or repealed in whole or in part by the owners of 75% or more in area of all the lots in said plat petitioning the governing body of the City of New London for the proposed amendment or repeal and not less than 2/3 of the members of the said government body approving the same by ordinance after the same has been referred to the planning commission of the City of New London for its recommendation and after a public hearing thereon.

COVENANTS

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No temporary structures (including without limitation: trailer, basement without residence above, tent, shack, garage, or barn of any kind) will be permitted for dwelling purposes.
3. Only one single-family residence per lot shall be permitted in this Flat. Said residences shall meet the following minimum square footage requirements: (a) any 1.5 or 2-story home shall have a minimum of 1,450 square feet of living space not to include the basement area; (b) any ranch (1 story) home shall have a minimum of 1200 square feet of living space not to include the basement area All dwellings must have an attached two stall garage which must be built concurrently with the dwelling.
4. Every house shall have a foundation below frost line.

5. Only one (1) out building or storage building shall be permitted on each lot. The outbuilding shall be no more than 12 feet by 20 feet in size and shall be no more than a single story in height. Siding on such out building shall be so designed to match the exterior of the single family residence erected on that lot. No driveway shall be permitted to the out/storage building.

6. No cyclone fencing shall be erected upon any lot in the Flat and at no time shall any fence made of man made materials exceed four (4) feet in height measured from the ground to the top of the highest point of the fence.

7. Any dwelling shall be completed within one (1) year after the commencement of construction, and every structure must have a permanent finish on the exterior within six (6) months after the commencement of construction

8. Outside parking or external storage of boats, campers, snowmobiles, cars, trailers, motor homes and/or other recreational vehicles on the property shall not be permitted October 31st to May 1st.

9. No animals, livestock, cattle, swine, sheep, goats, live poultry, reptiles or pigeons & of any kind, shall be raised or bred or kept upon any lot with the exception of a dog or cat, which shall be limited in number to a total of two (2) in any one household, provided that said pets are not kept, bred, maintained for any commercial purpose.

10. All trash and waste shall be kept in sanitary containers. No sanitary container is to be placed in front of the house until the day before pickup.

11. All building setbacks from the street shall be determined and illustrated on the site plan submitted to the developer for approval. Minimum setbacks from the street property line shall not be less than 25 feet.

12. All plans and drawings shall be submitted to the developer for approval. No building permits shall be issued until an approved, signed copy of the plans and specifications by the developer or his designated representative are on file with the City of New London. Grades of the top of foundation shall be established and approved by the City of New London prior to issuance of a building permit.

13. All driveways shall be concrete or brick and must be completed within one (1) year of start of construction of the residence. No gravel or blacktop drives will be permitted.

14. No solar panels shall be permitted to be constructed or mounted on any lot.

15. The land on all sides and rear lot lines of all lots shall be graded and maintained by the abutting property owners to provide for adequate drainage of surface water.

16. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

17. Minimum roof pitch for any structure constructed on any lot shall be 6/12 to include any and all outbuildings

18. Above ground pools shall have a decorative wood deck surrounding the pool to maintain the esthetics of the subdivision.

19. All satellite dishes shall be so installed as to not be obvious to other property owners. This may be done by landscaping or by decorative fencing.

20. No lot shall be re-subdivided and not more than one residence shall be erected or constructed on any lot.

21. All Dwellings shall consist of a masonry front covering not less than 75% of the total front exterior area.

22. All dwellings shall have installed and operating at time house is completed an electric post light a electric post light situated on a six foot tall by four inch diameter post and shall be switched by a photo eye to be illuminated during the hours from dusk to dawn. A gas light designed to illuminate in the same dusk to dawn manor and mounted on the same six foot tall by four inch diameter post may be substituted for the electric post light. Light/gas fixture shall be so maintained to operate properly throughout the term of these covenants. Location of light shall be at the front of the dwelling placed near the front sidewalk and driveway intersection.

23. In addition to and as a part of these covenants, all laws, rules, regulations, or ordinances of the State of Wisconsin and the City of New London or any agency or subdivision of either shall be obeyed and fully complied with. In the event there is a conflict between these covenants, and said laws, rules, regulations, or ordinances, then the more restrictive shall apply.