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The following restrictions shall be binding upon and pertain to Lots 1 through 86 of University Courts Addition to the City of Fond du Lac, Wisconsin.

RESTRICTIVE COVENANTS -- UNIVERSITY COURTS ADDITION

1. Use of Premises: Each lot shall be used for residential purposes only except that the occupant of said residence may maintain an office in said residence for such purposes, and in such manner as shall not detract from the residential aspect or appearance of said residence. Only one residence shall be erected on each lot.
2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot of the lot showing the location of the structure shall have been approved in writing by the Control Committee, with respect to quality of workmanship and materials, harmony of external design with existing structures, topography and finished grade elevation. No fence or wall shall be erected, place or altered on any lot unless similarly approved by the Control Committee.
3. Easement for Utilities: All utilities, including but not limited to electric, telephone and CATV, shall be underground.
4. Temporary Dwellings: No person shall at any time live in any basement constructed, and no person shall live in any trailer or garage on said premises, nor shall a house trailer be placed thereon at any time.
5. Livestock, Poultry or Animals: No animals, poultry, pigeons, or livestock shall be raised, bred or kept on said premises, except that any property may maintain a maximum of two dogs or two cats as household pets, provided they are not kept, bred, or maintained for any commercial purposes.
6. Trucks: No trucks over one ton in capacity are to be garaged, or parked anywhere on said premises, except for parking in the course of making trade deliveries.
7. Boats and Campers: No boats or campers of any kind shall be parked or stored out of doors, except for overnight storage during the appropriate season.
8. Signs: No signs shall be placed on said premises having a size greater than six inches (6") by twenty inches (20"), except that "For Sale" signs may be erected when any of the real estate is for sale, or contractor signs may be put up during the course of construction of homes.
9. Nuisances: No nuisance or offensive activities shall be carried on on said premises, nor shall anything be done thereon which might be or become an annoyance or nuisance to the neighbors. All vacant land shall be kept free from accumulation, trash and other similar materials. If the lot is not so maintained by the owner, the Control Committee, at its sole discretion, may so maintain said lot, and the owner of said lot shall reimburse said Control Committee for all expenses incurred for such maintenance.
10. Building Completion: Within one year after the commencement of construction of any dwelling, the exterior of the dwelling shall be completed, and grading and leveling and sod or lawn seeding of the entire lot shall also be completed.
11. Control Committee: The Control Committee shall be composed of three members. The following names persons are hereby designated as members of the

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EX 1982 AMELIODI IDL 2-50  
105 22 115 11

DL 10483  
FD 10483

REGISTER'S OFFICE

Fond du Lac County, Wis.  
Recorded at 10 A.M.

MAY 30 1978

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GEORGE H. OTTERY  
REGISTER OF DEEDS

Initial Control Committee:

Larry J. Homuth  
Roger W. Peters  
Mary K. Peters

Any vacancies shall be filled by the appointment of a successor selected by the surviving person or persons on said Committee.

12. Maintenance of Right of Way and/or Common Areas: Owners of Lots 45 - 49, 64 - 69, 26 - 31, 9 - 13, shall have the duty and responsibility at their expense to maintain with others the common areas and/or right of way areas as designated in warranty deed conveying title to the owners of said lots.

13. If the initial owner of a lot has not substantially completed construction of a dwelling on said lot within five years from the date of deed to said owner, Winnebago Development Corp. shall have the right to repurchase said lot from said owner for an amount equal to the original sale price of said lot.

14. Enforceability: The parties hereto, their respective heirs and assigns, and the owners of any real estate located within said premises shall have the right to prevent or stop any violation of the foregoing restrictions by injunction or other lawful procedure and recover damages resulting from such violations.

15. Term and Effect of Restrictions: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date that said covenants are recorded, after which time such restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of lots has been recorded, which instrument shall change said covenants in whole or in part.

16. Landscaped Areas on Private Lots: No owner shall alter the grade or plantings in the joint landscaped areas as established by the developer without prior approval of the architectural control committee.

Signed and sealed this 25th day of May, 1978.

WINNEBAGO DEVELOPMENT CORP.

(This Corporation Has No Seal)

*Roger W. Peters*  
Roger W. Peters, President

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) ss.

On this 25th day of May, 1978, before me, a Notary Public, within and for said County, personally appeared Roger W. Peters, to me known to be the President of Winnebago Development Corp., and to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Patricia A. Dobyns*  
Patricia A. Dobyns, Notary Public, Fond du Lac, Wis.  
My commission expires: August 29, 1979



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358632


AMENDMENT TO RESTRICTIVE COVENANTS

Pertaining to Lots 1 through 86 of University Courts Addition to the city of Fond du Lac, Wisconsin recorded May 30, 1978 at 8:00 AM Volume 775 of Records on Pages 294-295 is amended as follows:

Paragraph 11, regarding the Control Committee: Stephen V. Sztukowski is hereby appointed to succeed Mary K. Peters.

That Paragraphs 17 and 18 be added to read as follows:

17. GARAGES: Each home will have a two car attached garage.
18. MINIMUM SQ. FT. REQUIREMENTS: Each home will have a minimum of 1140 Square Feet of living space.

  
Stephen V. Sztukowski, Owner  
University Courts Addition

This instrument was drafted by Stephen V. Sztukowski

REGISTER'S OFFICE

Fond du Lac County, Wis.  
Recorded at 12:15 P M

APR 10 1980

Records Page 587

MORGE H. OTTERY  
REGISTER OF DEEDS

Be it resolved, that I, Roger W. Peters, a member of the Architectural Control Committee of University Courts Addition to the City of Fond du Lac, do hereby give notice that the following change to the Architectural Control Committee is hereby approved and made an integral part of the original documents regarding University Courts Subdivision as stated in the original Restrictive Covenants recorded in Fond du Lac County on May 30, 1978 at 8:00 a.m. in Volume 775 of Records on pages 294-295, TO NOW READ:

To Whom It May Concern.

Pursuant to the restrictive covenants of the subdivision known as University Courts which lies in the City of Fond du Lac, County of Fond du Lac, State of Wisconsin, be it hereby known that the administration of the Control Committee has been transferred to the residents of said subdivision. The following persons have been appointed to said Control Committee for a period of not less than one year beginning April 15, 1986:

- Robert N. Berryman 816 East Merrill Avenue
- George Anderson 15 Barrington Court
- Arnold Hastings 44 Barrington Court

All future participants in the Control Committee shall be appointed by the residents of said University Courts subdivision on an annual basis.

This Affidavit supercedes all prior additions or corrections to the University Courts Restrictive Covenants and is to become an integral part of the Restrictive Covenants.

Signed and sealed this 30th day of April, 1986, at Fond du Lac, Wi.

REGISTER'S OFFICE  
Fond du Lac County, Wis.  
Recorded at 3:40 P M

*[Signature]*  
Roger W. Peters

MAY - 5 1986

State of Wisconsin) ss Vol. 917 Records Page 445  
Fond du Lac County) MARY A. BRICKLE

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Personally came before me this date Roger W. Peters known to be the person who executed the above document of his own free will

NOTARY PUBLIC  
PATRICIA A. DOBYNS  
Notary Public, Fond du Lac County, WI  
My commission expires 8/9/87

**OWNER'S POLICY**

AGENT CASE NO.- FDL 11599 POLICY NO.- 50 080 106 00001648  
DATE OF POLICY- July 16, 1998 at 7:50 A.M.  
AMOUNT OF INSURANCE- \$118,500.00

**SCHEDULE A**

1. Name of insured:

Lyle Schoenborn and Jacklyn Schoenborn,  
husband and wife, as survivorship marital property

2. The estate or interest in the land described herein and which is  
covered by this policy is:

fee simple

3. The estate or interest referred to herein is at Date of Policy  
of record in the insured.

4. The land herein described is encumbered by the following mortgage or  
trust deed, and assignments:

Mortgage, according to the terms and provisions thereof, from Lyle  
Schoenborn and Jacklyn Schoenborn, husband and wife to First National Bank  
in Manitowoc, Kiel, WI to secure the originally stated indebtedness of  
\$70,000.00, dated June 26, 1998 and recorded on July 15, 1998 at 11:56 A.M.  
in Vol. 1383 of Records on pages 352-353, as Document No. 643626.

and the mortgage or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in the policy is situated in the County  
of Fond du Lac, State of Wisconsin and described as follows:

Lot Eighty-Two (82) of University Courts Addition being a part of the  
Southwest 1/4 of Section 12, Township 15 North, Range 17 East, City of Fond  
du Lac, Fond du Lac County, Wisconsin.

Tax Key No. FDL-15-17-12-31-042

## SCHEDULE B

AGENT'S CASE NO.- FDL 11599 POLICY NO.- 50 080 106 00001648

This policy does not insure against loss or damage by reason of the following exceptions:

- (A) Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
- (B) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (C) Easements or claims of easements not shown by the public records.
- (D) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (E) Rights or claims of parties in possession not shown by the public records.
- (F) Liens or deferred charges not shown on the tax roll for installations and connections of water and sewer laterals, mains and service pipes.
- (G) The mortgage, if any, referred to in Item 4 of Schedule A.

### SPECIAL EXCEPTIONS:

- (1) General taxes for the year 1998.
- (2) Covenants, conditions and restrictions on the recorded Plat of University Courts Addition.
- (3) Covenants, conditions and restrictions (but omitting any such covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons) set forth in Restrictive Covenants - University Courts Addition executed by Winnebago Development Corp., dated May 25, 1978 and recorded on May 30, 1978 at 8:00 A.M. in Vol. 775 of Records on pages 294-295, as Doc. No. 336424, as amended by Amendment to Restrictive Covenants recorded on April 10, 1980 at 12:15 P.M. in Vol. 811 of Records on page 587, as Doc. No. 358632, and as amended by Affidavit recorded on May 5, 1986 at 3:40 P.M. in Vol. 917 of Records on page 445, as Doc. No. 422325, providing for no forfeiture or reversion of title in case of violation.

Said instrument requires approval by Control Committee of building plans prior to construction of improvements.

- (4) Reservation for public utility easement as noted on the recorded plat of University Courts Addition, affects the Westerly 7.5 feet of the subject premises.


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- continued -

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The Company will be compensated in the event of a recovery pursuant to the terms of Paragraph 13 of the Conditions and Stipulations after the Insured Claimant has been fully compensated in accordance with the laws of the State of Wisconsin.

Any provisions to the contrary notwithstanding, this policy and any endorsements thereto are valid without a countersignature.

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Exceptions A, D, E and F are hereby deleted.

  
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Authorized Signatory

  
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Authorized Signatory  
Terrance C. Rudolph