

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected than any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Council Chambers, 3rd Floor, City Hall
140 Main Street, Menasha**

February 8, 2016

6:00 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Minutes of the July 15, 2015 Redevelopment Authority Meeting](#)
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)
- E. DISCUSSION
 - 1. Status Report – Lot Sales and T.I.D. #12
- F. ACTION ITEMS
 - 1. [Amendment to Development Agreement - Cypress](#)
 - 2. RR Donnelley Purchase Agreement (to be received)
 - 3. [Lake Park Villas Second Restated Covenants](#)
- G. ADJOURNMENT

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor City Hall – 140 Main Street
July 15, 2015
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 5:31 PM by Chairman Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Becky Nichols, Kim Vanderhyden, Tim Caudill, Linda Kennedy, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Bob Stevens.

OTHERS PRESENT: CDD Keil, ASD Steeno, CA Captain, Mike Balthazor (963 Lotus Trail).

C. MINTUES TO APPROVE

1. Minutes of the June 2, 2015 Redevelopment Authority Meeting

Motion by Linda Kennedy, seconded by Tim Caudill to approve the June 2, 2015 Redevelopment Authority meeting minutes. The motion carried 5-0.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

No one spoke.

E. DISCUSSION ITEMS

1. None.

G. ACTION ITEMS

1. Lake Park Villas – Second Restated Covenants

CDD Keil reported that the second restated covenants were presented to the homeowners association at last fall's annual meeting. No action was taken. There seems to be an impasse over a provision associated with the city's maintenance of bridges and certain trails. There's also some concern regarding the RDA taking over most of the city's obligations to the homeowners association. Attorney Captain explained the city's position with regard to its future obligations.

Commissioners discussed the changes of obligations of the city from the original covenants to the restated covenants and possibilities for reconciling disputed items. Gail Popp volunteered to meet with HOA board members to work out a consensus on how to proceed with getting the second restated covenants adopted. This item is to appear on the next RDA agenda.

2. Request by Mike Balthazor – 963 Lotus Trail – Purchase a Portion of 916 and 912 Clover Court

CDD Keil described the proposal by Mr. Balthazor to acquire a small portion of the rear of the above referenced lots on Clover Court in order to create a more regular rear lot line on his lot and to have a bit more depth in his rear yard.

Commissioners discussed how the parcel would be carved out of the existing lots, whether a certified survey map would be required and how the new lot corners would be monumented. Upon discussion of the complexities and expense associated with the process, Mr. Balthazor withdrew his proposal and thanked the board members for their input.

3. **Request from Cypress Homes, Inc. to Rescind Offer to Purchase on Lot 109 of Lake Park Villas Plat**

The offer had expired, so no action needed to be taken.

4. **Offer to Purchase Lot 99 of the Lake Park Villas Plat – Cypress Homes, Inc.**

CDD Keil stated that Lot 99 is now part of Lot 2 of CSM 2735. Cypress is planning on building a model home on the lot. Copies of the offer and the counter offer prepared by staff were distributed. Commissioners discussed the size and location of the lot relative to the adjacent outlot and the size of the home to be built on the parcel.

Motion by Gail Popp, seconded by Linda Kennedy to approve Counter-Offer Number 1 for Lot 2 of CSM 2735 with the condition that the minimum floor area requirement of Section 2.03.3 of the Land Purchase and Development Agreement By and Between The Redevelopment Authority of the City of Menasha and Cypress Homes, Inc. dated April 3, 2013 is reduced from 1,700 to 1,600 square feet. The motion carried

5. **Request from Cypress Homes, Inc. to Waive 1,700 Square Foot Home Size Minimum as Required by Section 2.03.3 of the Purchase and Development Agreement and Establish a 1,600 Square Foot Minimum for Lot 99 of the Lake Park Villas Plat**

See Item 4, above.

6. **RR Donnelley Land Purchase Agreement (to be received)**

CDD Keil reported that he had reached consensus with RR Donnelley's real estate personnel regarding the basic terms of a development agreement and that staff had received authorization from the Common Council to expend funds for an appraisal and environmental assessment. RRD is preparing a purchase and sale agreement which is expected to be completed shortly.

No action was taken on this item.

G. ADJOURNMENT

Motion by Linda Kennedy, seconded by Gail Popp to adjourn at 6:55 p.m. The motion carried 5-0.

Minutes respectfully submitted by CDD Keil.

First Amendment
to the
Second Land Purchase and Development Agreement
By and Between
The Redevelopment Authority of the City of Menasha
and Cypress Homes, Inc.
Dated as of January 15, 2015

Section 2.01.2 is amended to read as follows: Closing shall occur on or before February 29, 2016

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT, or caused it to be duly executed this __ day of February, 2016.

THE REDEVELOPMENT AUTHORITY OF THE
CITY OF MENASHA

By:

Philip K. Vanderhyden
Chairman

CYPRESS HOMES, INC.

By:

Michael Blank
Owner

Second Land Purchase and Development Agreement
By and Between
the Redevelopment Authority of the City of Menasha
and
Cypress Homes, Inc.
Dated as of January 15, 2015

This Second Land Purchase and Development Agreement (hereinafter AGREEMENT) is made and entered into as of the 15 day of January 2015, by and between the Redevelopment Authority of the City of Menasha, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "RDA"), and Cypress Homes, Inc., a Wisconsin corporation with its principal offices located at 1619 W. College Ave., Appleton, WI 54914 (hereinafter "Cypress").

RECITALS

Whereas: Cypress requested that the City of Menasha accelerate the payment of certain incentives owed under Section 4.02 of a development agreement by and between the City of Menasha and Cypress Homes and Realty, Inc. dated June 20, 2011, which request culminated in the execution of Amendment 4 to the development agreement authorizing the acceleration of such incentive payments in order that Cypress purchase three (3) lots and construct a second model home within Lake Park Villas Phase II Homeowners Association (LPVHOA); and

Whereas: On April 3, 2014, Cypress and RDA entered into a Land Purchase and Development Agreement (*April 3rd Agreement*) to facilitate the sale, development and marketing of certain properties within the Lake Park Villas Phase II Homeowners Association (LPVHOA); and

Whereas: The RDA has obligations under its development agreement with the City of Menasha to promote the development of the LPVHOA and to market and sell properties contributed from the city to the RDA; and

Whereas: The RDA has determined that the provision of incentives to Cypress is necessary to stimulate the sale of lots and construction of homes in LPVHOA.

ARTICLE I

SECTION 1.01 PURPOSE OF AGREEMENT. The purpose of this AGREEMENT is to supplement the *April 3rd Agreement* by and between Cypress and RDA. Upon Cypress' purchase of three (3) lots under the terms of this AGREEMENT, the number of lots remaining available for purchase under the terms of the *April 3rd Agreement* will be one (1) for a total of five (5).

ARTICLE II

DEVELOPER OBLIGATIONS

SECTION 2.01 Cypress agrees to purchase three (3) lots of its choosing within the LPVHOA from the RDA:

SECTION 2.01.1 Purchase Price of each lot shall be \$35,000.00.

SECTION 2.01.2 Closing shall occur on or before December 31, 2015.

SECTION 2.02 For lots purchased and upon which Cypress is building a model home: ARTICLES II, III, IV and V of the *April 3rd Agreement* shall apply and be given full force and effect.

SECTION 2.03 For lots purchased and upon which Cypress is building a home for a third party under contract:

SECTION 2.03.1 Cypress shall pay cash at closing.

SECTION 2.03.2 RDA shall obtain and pay for a title insurance commitment in the amount of the purchase price. The real estate shall be conveyed "as is" subject to LPVHOA; easements, restrictions and covenants of record; public and private utility easements. A commitment by the title company agreeing to issue a title policy upon the recording of proper documents as agreed herein shall be deemed sufficient performance.

SECTION 2.03.3 Construction of the home shall commence within 60 days of the date of purchase and shall be completed, demonstrated by receipt of a certificate of occupancy, no later than 120 days from the date of purchase.

SECTION 2.04 Cypress has completed construction of a model home within LPVHOA upon the first lot purchased pursuant to the *April 3rd Agreement*. This first model home is currently listed for sale. Cypress agrees to commence construction of a second model home within LPVHOA either before but no later than forty-five (45) days after the date of closing on the first model home.

SECTION 2.05 Taxes. It is understood that the land and improvements resulting from the acquisition and subsequent construction of homes on the lots shall be subject to property taxes. Cypress shall pay when due all federal, state and local taxes in connection with the lots and homes thereon constructed.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.01 Assignment. The rights, duties and obligations of the any of the parties hereunder may not be assigned without the written consent of both parties to the assignment.

SECTION 3.02 Survival of AGREEMENT. The terms of this AGREEMENT shall survive closing on the lots. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed.

SECTION 3.03 No Subordination. The RDA shall not subordinate any interest it has in this AGREEMENT for any reasons, unless it is determined to be in the best interests of the RDA.

SECTION 3.04 Severability. If any provisions of this AGREEMENT shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

ARTICLE V

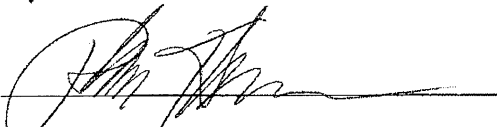
CERTIFICATE OF COMPLETION

Upon completion of the improvements by Cypress and review of the improvements by RDA, the RDA will provide Cypress with an appropriate instrument certifying that the improvements have been made in accordance with this AGREEMENT.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT, or caused it to be duly executed, as of the 15 day of January, 2015.

THE REDEVELOPMENT AUTHORITY OF THE
CITY OF MENASHA

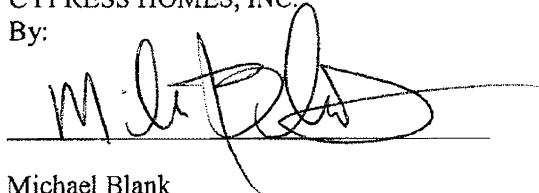
By:

A handwritten signature in black ink, appearing to read "Phillip K. Vanderhyden", written over a horizontal line.

Phillip K. Vanderhyden
Chairman

CYPRESS HOMES, INC.

By:

A handwritten signature in black ink, appearing to read "Michael Blank", written over a horizontal line.

Michael Blank
Owner

Draft
2/2/16
SECOND RESTATED
PROTECTIVE COVENANTS FOR
LAKE PARK VILLAS -

IN RE:

Lots 18-32, 35-38, 45-47, 62-64, 70-72, 74, 77, 81-82, 84-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 2-14, 18-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of CSM 2922, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 2953, City of Menasha, Calumet County, Wisconsin.

Lots One(1) of Certified Survey Map No. 3509, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 3510, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 3511, City of Menasha, Calumet County, Wisconsin.

(The above property was formerly known and described as: Lots One (1), Two (2), and Eighteen (18) through One Hundred Thirty-two (132), inclusive, Lake Park Villas, City of Menasha, Calumet County, Wisconsin.)

AND ALSO:

Outlots 1-3, 6, 7, Outlot 12 less Certified Survey Map No. 3511, Outlots 13-17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 22-23, Outlot 25 less Certified Survey Map 3509, Outlots 26-27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlot 1 of CSM 3277, City of Menasha, Calumet County, Wisconsin.

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

These Second Restated Protective Covenants for Lake Park Villas are entered into, by and among, all of the undersigned parties who are current owners of certain of the above referenced lots and outlots in Lake Park Villas, a subdivision located in the City of Menasha, Calumet County, Wisconsin, and all of whom are hereinafter collectively referred to as the "Owners".

RECITALS

A. A document entitled "Protective Covenants for Lake Park Villas Homeowners was executed on June 5, 2003 and was recorded with the Calumet County Register of Deeds on June 16, 2003 as Document No. 358573. This document was superseded and replaced by the "Restated Protective Covenants for Lake Park Villas", recorded with the Calumet County Register of Deeds on June 1, 2006 as Document No. 405538, and as amended by "Amendment No. 1 to Restated Protective Covenants for Lake Park Villas", recorded with the Calumet County Register of Deeds on April 21, 2008 as Document No. 428533.

B. Paragraph 17 of such recorded Restated Protective Covenants for Lake Park Villas Homeowners provides that they "may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association". The "Association" is defined in such document as being the Lake Park Villas – Phase 2 - Homeowners' Association, Inc. The Owners are collectively the holders of votes in the Association in excess of the two-thirds (2/3) vote required by such paragraph 17.

C. The Owners, who are also members of the Lake Park Villas Homeowners' Association, Inc., desire in this document to fully restate, in their entirety, the certain limitations, restrictions and other covenants to which the above described lots and outlots within Lake Park Villas are subjected. Furthermore, the Owners intend that these Second Restated Protective Covenants for Lake Park Villas (hereinafter the "Restated Covenants") fully supersede and replace those prior Restated Protective Covenants for Lake Park Villas Homeowners recorded as Document No. 405538 and Amendment No. 1 thereto recorded as Document No. 428533.

RESTATED PROTECTIVE COVENANTS

The following Restated Covenants are hereby imposed:

1. Residential Purposes Only. With the exceptions of Lots 45-47 of Lake Park Villas, Lot 1 of CSM 2922, Lots 1-4 of CSM 2953, and Lots 1-4 of CSM 3510 all lots shall be used only for what is commonly known as single family residential purposes. Lots 45-47 of Lake Park Villas, Lot 1 of CSM 2922, Lots 1-4 of CSM 2953, and Lots 1-4 of CSM 3510 may be used for so-called "townhouse" residential construction consisting of multi-unit family residences straddling the lot lines of two or more lots with such effected lots being subject to a separate Zero-Lot-Line Property Owners' Agreement and Restrictive Covenants document.

2. Lot Ownership and Lot-Related Expenses.

A. Definition of "Lot". For purposes of these Restated Covenants, the term "lot" shall mean the following:

(1) A single parcel of property to which a specific number is allocated and as shown on the recorded Plat or Replat of Lake Park Villas (sometimes hereinafter referred to as a "Platted Lot"); and

(2) A single parcel of property designated by the word "Lot" followed by a specific number associated with such lot and as shown on a recorded Certified Survey Map (sometimes hereinafter referred to as a "Certified Survey Map Lot").

Further attributes of a lot shall include the assignment by the City of Menasha (City) of a single tax parcel identification number to such lot and that construction thereon is limited to a single dwelling.

It is acknowledged that several Certified Survey Maps have been created, approved, and recorded whereby Platted Lots have been "reconfigured". Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "attaching" thereto a portion of an immediately adjacent Outlot. Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "detaching" therefrom a portion of such lot and "attaching" thereto a portion of an immediately adjacent Outlot. Finally, such reconfiguration has included the combination of multiple Platted Lots into a new single Certified Survey Map Lot or Lots.

B. Lot Ownership and Lot-Related Expenses. Each owner of a lot is the sole and exclusive owner of that entire lot. All buildings and other improvements to a lot (other than public utilities thereon) such as homes, patios, decks and driveways, are privately and exclusively owned by each respective lot owner. No portion of any lot is commonly owned with any other lot owner or the "Association" (as hereinafter defined). Except for what hereinafter may be defined to be an obligation of the Association, each owner of a lot upon which a home exists shall be solely responsible for all costs of

maintenance, repairs and replacements pertaining to all building and improvements located on such lot. Such individual lot owner shall, for example, be responsible for painting, repairing, replacing and decorating the interior and exterior of their respective home, and for maintenance and repair of decks, patios, walkways, stoops, and driveways. The architectural integrity of each home shall be maintained with the same quality, color, design and architectural harmony of its original construction in the event repairs or replacements are made. Except for what hereinafter may be defined to be an obligation of the Association, until the commencement of construction on a lot, such lot owner shall bear sole responsibility for any necessary or required maintenance/upkeep of the lot relative to the periodic cutting of brush, weeds or long grass and the disposal of any trash or waste therefrom. Each lot owner shall also be solely responsible for all real estate taxes, special assessments for public improvements, insurance, and other costs and expenses related exclusively to such lot. However, nothing in this paragraph shall prohibit the Association from assuming the obligation for certain repair and maintenance responsibilities as expressly set forth in these Restated Covenants, or in the Bylaws, or in the Rules and Regulations adopted by the Association .

3. Lake Park Villas – Phase 2 – Property Owners’ Association, Inc. The existing Wisconsin nonstock, nonprofit corporation, Lake Park Villas – Phase 2 -Homeowners’ Association, Inc., shall amend its Articles of Incorporation to provide that its name be changed to Lake Park Villas Property Owners’ Association, Inc. (hereinafter referred to as the “Association”). The Owners (fee simple ownership as distinguished from a mortgage holder or security holder) of all lots (as distinguished from and not including the outlots) shall automatically be members of the Association. The Association shall have only one class of members. The purposes of the Association shall include, but not be limited to, the following:

- a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;
- b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as hereinafter described in paragraph 7 6;
- c. To aid and cooperate with the members of the Association in the enforcement of the provisions of these Second Restated Covenants as well as provisions contained in the Association’s Bylaws and the Rules and Regulations promulgated under such Bylaws.
- d. To arrange social and recreational functions for its members.
- e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of Lake Park Villas (including those actions which are outside the boundaries of Lake Park Villas);

f. To promote actions by City, county, state and federal governments as those actions would enhance the quality of Lake Park Villas (including those actions which are outside the boundaries of Lake Park Villas); and

g. To join with other property owners' associations adjacent to Lake Park Villas or with other owners of lots adjacent to Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

4. Association Voting Rights. Each member in good standing (as determined by Association Bylaws or the Rules and Regulations promulgated thereunder) shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such single vote.

5. Association Fees and Assessments.

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting RDA-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a

claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. RDA Exclusion from Association Fees and Assessments. The RDA is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the RDA is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the RDA is responsible for its respective pro-rata share (based upon the number of lots which it owns in Lake Park Villas versus the total number of lots in Lake Park Villas) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the RDA to any purchaser, the obligation to pay Association fees and assessments shall commence upon the first day of the first full month following the earliest of either (a) the commencement of occupancy within a completed dwelling upon such lot (b) the completion of the installation of the driveway/sidewalk or landscaping upon such lot or (c) twelve (12) months following the closing date of the conveyance of such lot by the RDA to such purchaser. Under such circumstances and until the commencement of the payment of Association fees and assessments, the RDA shall remain responsible for those individual lot-related expenses and obligations set forth in paragraph 2 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. In the event that, at anytime and for whatever reason, the RDA is unable to make any of its payment obligations hereunder, the City shall promptly pay such obligations.

6. Outlot Status. Following is a listing of certain Lake Park Villas Outlots. The Outlots are vacant parcels of property containing roadway-type improvements, ponds, landscaping, or other aesthetic features. Outlots have no voting rights for Association purposes.

The ownership of the following Lake Park Villas Outlots (which have not been effected by any Certified Survey Maps nor the Replat) is in the name of the City:

Outlots 1, 3, 6, 14, 15, 16, 22, and 26 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

The ownership of the following Lake Park Villas Outlots 2, 4, 5, 7, 8, 9, 12, 13, 17, 18, 19, 20, 21, 23, 24, 25, and 27 of LAKE PARK VILLAS, and Outlot 2 of CSM 3277 City of Menasha, Calumet County, Wisconsin and which have been effected by various Certified Survey Maps and the Replat) have been transferred to the Association and the Association shall maintain them for the common use, benefit and enjoyment of all members of the Association and their guests for private park, aesthetic and/or recreational purposes:

Outlots 2, 7, 12-13, 17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 23, 25 and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 1-3 and 5-7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlot 2 of CSM 3277, City of Menasha, Calumet County, Wisconsin.

Outlots 14, 15, and 16 of Lake Park Villas contain ponds and spillways which are part of a regional water drainage and storm water detention/retention system servicing not only Lake Park Villas but also other lands in the City of Menasha and the Town of Harrison. The maintenance of the ponds and all pond-related features relating to basic water drainage, and storm water detention/retention (including silt removal, as necessary) shall be the sole responsibility of the City. However, these particular Outlots also contain and include certain so-called "water amenities" (such as, but not limited to, wells and pumps to maintain the water level of the ponds for aesthetic purposes, lighting, fountains, aeration and algae treatment), the repair and maintenance of which shall be the Association's responsibility. The Association's responsibility to repair and maintain the water amenities shall continue until such time as the City has recovered its costs of land purchase and infrastructure installation for Lake Park Villas. Thereafter, the extent to which the water amenities are maintained shall be an Association decision.

7. Association Bylaws, Rules and Regulations. The Association shall adopt, and may subsequently amend, Bylaws and Rules and Regulations promulgated under such Bylaws, which will apply to all members of the Association. These Bylaws and Rules and Regulations shall be maintained by the Association and copies thereof shall be distributed to members and prospective purchasers of lots upon request.

8. Reporting Transfers of Ownership. Each owner of a lot shall promptly report to the Association the name and address of the new owner of such lot and the date of the closing of such sale. This reporting requirement is being made to facilitate maintenance of membership records for the Association. All Association dues and assessments relating to an individual lot shall be paid in full on or prior to the closing of the sale or transfer of such lot.

9. Enforcement. These Restated Covenants shall run with the land and be binding upon all owners and their respective heirs, legal representative, successors and assigns. All

future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in these Restated Covenants. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions in these Restated Covenants. The Association or any lot owner may enforce the provisions of these Restated Covenants by proceedings in law or equity against any person violating or attempting to violate the provisions of these Restated Covenants, either to restrain violation or to recover damages, or both.

10. Construction Requirements. All homes constructed upon a lot in Lake Park Villas are subject to the "Lake Park Villas Home and Landscaping Standards" as adopted and approved by the Lake Park Villas Homeowners Association, Inc. Board of Directors. . Construction shall commence on any vacant lot within one (1) year of purchase of such lot. Construction of the home and all related improvements shall be completed within one (1) year of the commencement of construction.

11. Architectural Control Committee. An Architectural Control Committee may be established by the Association. All home construction and landscaping plans or any proposed changes to the exteriors of homes, driveways, decks, patios, walks, lawns and landscaping must be submitted to the Association Board of Directors or, if so established, to its Architectural Control Committee for approval prior to commencement of work. Any unique landscaping features approved by the Board of Directors or its Architectural Control Committee which may involve extraordinary maintenance expense may be subjected to separate maintenance contracts with individual members and the Association to avoid the necessity of the Association bearing maintenance costs for such extraordinary expense. Accordingly, such landscaping changes shall be approved both by the Architectural Control Committee and the Board of Directors in writing. All approval hereunder will be granted or denied within thirty (30) days or less from the date of submission of written requests by a member for such work.

12. Amendments. These Restated Covenants may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association.

IN WITNESS WHEREOF, the undersigned Owners have executed these Restated Protective Covenants for Lake Park Villas as of the day and year set forth opposite their respective names.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA

By: _____
Philip K. Vanderhyden, RDA Chairman

Date _____

Attest: _____
Deborah A. Galeazzi, City Clerk

Date _____

LAKE PARK VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Stanley C. Martenson, President

Date _____

Attest: _____
Edward Kassel, Secretary

Date _____

Mark E. Blemberg Lot 27

Date _____

Julie A. Blemberg Lot 27

Date _____

Fredrick H. Hauser Lot 28

Date _____

Wendy Hauser Lot 28

Date _____

MARVEL A. WILLIAMSON TRUST DATED FEBRUARY 6, 2008
(Lot 29)

By: _____
Marvel A. Williamson, Trustee

Date _____

Sandeep K. Rao Lot 30

Date _____

Ramegowda Venkatesh Madhusudhan
Lot 31

Date _____

Jay R. Fulkerson Lot 32

Date _____

Janet K. Fulkerson Lot 32

Date _____

Joseph C. Wells
Lot 1 of CSM 2768

Date _____

Ruby A. Wells
Lot 1 of CSM 2768

Date _____

Thomas Amack Lot 35

Date _____

Lorena H. Amack Lot 35

Date _____

Raymon E. Darling Lot 36

Date _____

Connie S. Darling Lot 36

Date _____

Gary L. Conger Lot 37

Date _____

Ellyn L. Conger Lot 37

Date _____

Carolyn A. Smith Lot 38

Date _____

John D. Hartfield
Lot 1 of CSM 2922

Date _____

Lynne M. Giguere Lot 46

Date_____

Thomas S. DeLeeuw Lot 47

Date_____

JOHN F. AND PATRICIA J. MYERS JOINT REVOCABLE LIVING TRUST
(Lot 14 of Replat)

By: _____
 John F. Myers, Trustee

Date_____

By: _____
 Patricia J. Myers, Trustee

Date_____

Mona S. Boulos
Lot 13 of Replat

Date_____

Gary Bath
Lot 12 of Replat

Date_____

Barbara Bath
Lot 12 of Replat

Date_____

Thomas C. Maxymek
Lot 11 of Replat

Date_____

Dorothy E. Maxymek
Lot 11 of Replat

Date_____

EDWARD P. FUERST AND KATHLEEN R. FUERST JOINT REVOCABLE TRUST
(Lot 10 of Replat)

By: _____
Edward P. Fuerst, Trustee

Date _____

By: _____
Kathleen R. Fuerst, Trustee

Date _____

Terry B. Turgeon Lot 63

Date _____

Diana L. Turgeon Lot 63

Date _____

Dianne P. Pacolt
Lot 9 of Replat

Date _____

Johnette K. Gunderson Lot 77

Date _____

LUENEBURG REVOCABLE TRUST DATED JUNE 8, 2004
(Lot 4 of Replat)

By: _____
James A. Lueneburg, Trustee

Date _____

By: _____
Linda J. Lueneburg, Trustee

Date _____

THE DOMINGUEZ FAMILY TRUST DATED 2/11/04
(Lot 3 of Replat)

By: _____
Bonnie A. Dominguez, Trustee

Date _____

PEDER H. CULVER REVOCABLE TRUST DATED 12/10/02
(Lot 1 of CSM 3509)

By: _____
Peder H. Culver, Trustee

Date _____

Patricia L. Sandlin Lot 84

Date _____

Gail L. Duehring-Popp Lot 85

Date _____

Philip L. Grishaber
Lot 1 of CSM 2771

Date _____

Linda K. Grishaber
Lot 1 of CSM 2771

Date _____

Stephen C. Golden, Jr.
Lot 2 of CSM 2771

Date _____

Debra M. Golden
Lot 2 of CSM 2771

Date _____

Frederick A. Corsmeir Lot 92

Date _____

Nor Corsmeir Lot 92

Date _____

Bruce G. Miller Lot 96

Date _____

Gail V. Miller

Lot 96

Date _____

Rosemary Klauber

Lot 97

Date _____

Philip Moore
Lot 1 of CSM 2735

Date _____

Candace Moore
Lot 1 of CSM 2735

Date _____

Cypress Hones, Inc.
Lot 2 of CSM 2735

Date _____

Kurt E. Duppler
Lot 3 of CSM 2735

Date _____

WAITROVICH TRUST DATED AUGUST 18, 2003
(Lot 101)

By: _____
Lawrence W. Waitrovich, Trustee

Date _____

By: _____
Carol L. Waitrovich, Trustee

Date _____

Charles M. Petinga

Lot 102

Date _____

Velna M. Petinga

Lot 102

Date _____

DAVID N. WEILAND REVOCABLE TRUST DATED JULY 13, 1993
(Lot 103)

By: _____
David N. Weiland, Trustee

Date _____

Edward Kassel Lot 104

Date _____

Laura Yahr-Kassel Lot 104

Date _____

DEBOER JOINT REVOCABLE LIVING TRUST
(Lot 105)

By _____
Fred Deboer, Trustee

Date _____

By: _____
Nancy J. Deboer, Trustee

Date _____

Deborah J. Olander Lot 106

Date _____

FRANCIS S. EBBEN AND JOANN T. EBBEN REVOCABLE LIVING TRUST
(Lot 113)

By: _____
Francis S. Ebben, Trustee

Date _____

By: _____
JoAnn T. Ebben, Trustee

Date _____

Thomas Betters Lot 114

Date _____

Date _____

Date _____

Date _____

Date _____

Date_____

Date_____

Date_____

Date _____

Date_____

Date_____

Edward Doe Lot 127

Date _____

Ronald Parker Lot 128

Date _____

Ronald O. Klapper Lot 132

Date _____

Marlene H. Klapper Lot 132

Date _____

Lake Park Villas – Phase 2 – Homewoners' Association

By: _____

Date _____

Attest: _____

Date _____

The City of Menasha

By: _____

Date _____

Attest: _____

Date _____

Exhibit A: Property Map

Lake Park Villas - Phase 2 - Property Owners' Association, Inc.

Legend

 Parcels within Lake Park Villas Property Owners' Association, Inc.

CSM Certified Survey Map

O.L. Outlot

R Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas

*** Street Addresses Denoted in Orange

