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RESTRICTIVE COVENANTS

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**DECLARATION OF COVENANTS, CONDITIONS,
and RESTRICTIONS**

FOR

NORTHBROOK MEADOWS SUBDIVISION

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**DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
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Oconto Properties, Inc., a Wisconsin business corporation, herein referred to as "Developer," is the owner in fee simple of real property located in Kewaunee County, State of Wisconsin, and known by official plat designation as "Northbrook Meadows Subdivision" in the Village of Luxemburg, Wisconsin, pursuant to a plat recorded on January 31, 1997 in Volume 3 of Plats, p. 1 and 2 - Side 1, as document number 348927 in the office of the Kewaunee County Register of Deeds.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the Northbrook Meadows Subdivision, developer declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

**ARTICLE ONE
DEFINITIONS**

Section 1. "Lot" shall mean all of the plots of land shown on the recorded subdivision map referred to above and numbered Lot 1 through Lot 28, inclusive, which are restricted to use as single family residences, but does not include Lot 2 and Lot 3 and Lot 4, which are reserved for condominium development. The lots reserved for condominium development are not subject to this declaration and shall be subject to separate covenants, conditions and restrictions to be set forth in a separate declaration by the developer.

Section 2. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section 3. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 4. "Subdivision" shall mean the subdivided real property described above and known as "Northbrook Meadows Subdivision."

Section 5. "Golf frontage lot" shall mean a lot that directly adjoins the Northbrook Country Club golf course or driving range.

Section 6. "Golf view lot" shall mean a lot that does not directly adjoin the Northbrook Country Club golf course or driving range.

Section 7. "Golf course" shall mean the golf course and driving range as now located and owned and operated by Northbrook Country Club, Inc. on property that adjoins this subdivision.

ARTICLE TWO USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used for residential purposes by the owner or owners, his or her or their tenants, and social guests, and no trade or business shall be conducted therein, except a residence may be used as a combined residence and executive or professional office by the owner or owners of such lot, so long as such use does not interfere with the quiet enjoyment by other lot owners of their residences.

Section 2. Only single family residential dwellings of conventional or traditional type, recognized and accepted in the building trades field, may be erected on any lot, and only one (1) single family residential dwelling may be erected on each lot. No building located on any lot shall exceed twenty-six (26) feet in height without a prior written waiver from the developer. Each dwelling shall have an attached garage of not less than twenty-two (22) feet in width, with the same construction and exterior finish as the residence. There shall be no detached garage on any lot. There shall be no accessory buildings constructed on any lot unless attached to the residence dwelling and of the same construction and exterior finish as the dwelling. No mobile homes, house

trailers, log homes, tents or campers shall be allowed on any lot. Each lot owner may maintain one small garden plot per lot for the consumption of the family or occupants of the residence.

Section 3. No noxious, unlawful, or offensive use of property or activity shall be carried on or in any lot. Nothing shall be done on any lot that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, day care center, church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private single-family dwelling or residence. However, nothing in this declaration shall limit or restrict the developer and the transferees of developer in constructing residences and otherwise developing and sale of the lots.

Section 4. No sign of any kind shall be displayed to public view on a lot except only customary name and address signs, and except a lawn sign, limited to one, advertising the property for sale, which sign shall not be larger than five (5) square feet. Any such sign shall be located outside the public road right-of-way.

Section 5. Nothing shall be done or kept on a lot that would increase the rate of insurance relating to a lot, and no owner or owners shall permit anything to be done or kept on a lot that would result in the cancellation of insurance on any residence, or that would be in violation of any federal, state or local law or regulation.

Section 6. No animals, reptiles, insects, birds, horses, livestock, sheep, or poultry or other non-domestic animals of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, or other common household pets not to exceed a total of two (2) per lot may be kept so long as they are not kept, bred, or maintained for commercial purposes, and they are kept under reasonable control at all times. No kennel, pen, cage, fenced area, or other housing or facilities for the care and keeping of any pet or other animal may be constructed on any lot without the prior written permission of the developer.

Section 7. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. No burning barrels or other such containers are allowed.

Section 8. No fence, hedge, wall, solar collection structure or device or other dividing instrumentality over four (4) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. It is the express intention of the developer to preserve the view of the golf course for the dwellings constructed on the lots, and thus there shall be no hedges or rows of trees or any other similar vegetation planted on any lot which would block the view of the golf course.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Each owner, at such owner's sole cost and expense, shall repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 11. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

Section 12. Any residence constructed on a golf frontage lot shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than one thousand six hundred (1,600) square feet for a one-story dwelling. In the case of a two-story or split-level dwelling, the lower or ground floor living level shall be not less than one thousand (1,000) square feet and the total finished square footage area of the second and/or split level, when added to the minimum one thousand (1,000) square feet main floor requirement, shall be not less than two thousand (2,000) square feet. Living space may include a finished walkout basement, but not a garage.

Section 13. Any residence constructed on a golf view lot shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than one thousand four hundred fifty (1,450) square feet for a one-story dwelling. In the case of a two-story or split-level dwelling, the lower or ground floor living level shall be not less than nine

hundred (900) square feet and the total finished square footage area of the second and/or split level, when added to the minimum nine hundred (900) square feet main floor requirement, shall be not less than one thousand seven hundred fifty (1,750) square feet. Living space may include a finished walkout basement, but not a garage.

Section 14. No construction shall be commenced until the plans for such dwelling, including plat plans and construction plans, have been approved and express written consent has been obtained from the developer.

Section 15. Any construction commenced on any lot as provided in this declaration shall be substantially completed, including but not limited to all painting, within five (5) months from the date such construction is commenced.

Section 16. The landscaping of each lot, including the grading and the seeding or sodding of the lot, shall be completed within fifteen (15) months after the commencement of construction of the residence. All driveways must be hard surfaced within the later of eight (8) months after completion of the residence, or twelve (12) months after the streets in the subdivision have been paved and the curb and gutter installed to the lot.

Section 17. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed that has a height in excess of twenty (20) feet above ground. For this purpose, ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for residences to be constructed on the property. Such ground level shall apply whether or not the antenna or aerial is located above the roof line of the residence.

Section 18. No satellite antenna with a diameter greater than twenty-four (24) inches shall be attached to the outside of any building or placed in any manner on a lot unless it is concealed from public view.

Section 19. No refuse, junk, vehicles in disrepair, vehicles without current registration, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of good repair. All buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

Section 20. No boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any lot unless the same is stored or placed in a garage, except for temporary storage for a period not to exceed seven (7) consecutive days in duration, with such temporary occurrences not to exist more than two (2) times in any one calendar year.

Section 21. Any above-ground utility box, i.e. a transformer box, must be landscaped to achieve maximum concealment.

Section 22. No lot may be divided without the prior written permission of the owners of the two (2) adjoining lots and the developer if the developer owns any lot subject to this declaration.

Section 23. To preserve the view of the golf course for all residences, no structure erected on a golf frontage lot may be erected closer to a rear lot line (the lot adjacent to the golf course or driving range) than a distance of fifty (50) feet. Front and side lot setback requirements are established and enforced by the Village of Luxemburg.

ARTICLE THREE GENERAL PROVISIONS

Section 1. Enforcement. Developer, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration or any amendment thereto. Failure by developer, or by any owner to enforce any covenant or restriction contained in this declaration or any amendment thereto shall in no event be deemed a waiver of the right to do so at a later date.

Section 2. Severability. Invalidation of any one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Amendments to the covenants and restrictions of this declaration may be made at any time by the developer, if developer owns any lot subject to this declaration, by the developer providing written notice of such amendment to each lot owner at least twenty (20) days prior to the effective date of such amendment, and then recording such duly executed

and acknowledged amendment in the office of the Kewaunee County Register of Deeds.

Section 4. Subordination. No breach of any of the conditions contained in this declaration shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot in the subdivision; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, transfer by operation of law, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the developer and any lot owner, unless otherwise agreed to in writing by the developer if the developer owns any lot subject to this declaration, and if the developer does not own any lots subject to this declaration, by the then owners of at least seventy-five (75%) percent of the subdivision lots.

Section 6. Governing Law. This declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Oconto Properties, Inc. has caused these presents to be signed by John R. Madacey, its President, and countersigned by Paul L. Hamachek, its Secretary, and its corporate seal hereto affixed, at Green Bay, Wisconsin, this 17 day of APRIL, 1997.

OCONTO PROPERTIES, INC.

By: 
John R. Madacey, President

By: 
Paul L. Hamachek, Secretary

