

DECLARATION OF COVENANCES AND RESTRICTIONS FOR  
BROOKHAVEN ESTATES, TOWN OF GRAND RAPIDS, WOOD COUNTY,  
STATE OF WISCONSIN

This Declaration has been made on the 7th day of May, 1974, by Country Living, Inc.  
a Wisconsin Corporation

PREAMBLE

Developer is the owner of the real property described in Section 1 of  
Article II of this Declaration.

Developer desires to create on said real property and on such additions as  
may hereafter be made thereto (as provided in Section 2 of Article II) a develop-  
ment known as Brookhaven Estates in accordance with a general plan or scheme,  
integrating clusters of residential lots, residential condominium property,  
recreational improvements, and permanent green areas or other open spaces.

Developer desires to provide for the protection of the values, amenities,  
and qualities in the development and for the maintenance, improvement, regulation  
and preservation of Common Properties (grounds and facilities) restrictions,  
easements, charges and liens set forth in this Declaration, each and every one  
of which pertains to said properties and is for the benefit of each future owner  
thereof and the Developer.

Developer has caused to be incorporated under the laws of the State of  
Wisconsin, as a nonprofit, membership corporation, THE BROOKHAVEN ESTATES  
PROPERTY OWNERS' ASSOCIATION, INC., and delegated and assigned to it the powers  
of maintaining, improving, regulating and preserving the Common Properties,  
administering and enforcing the covenants, restrictions, easements, and liens,  
and collecting and disbursing the assessments and charges hereinafter created.

Developer declares that the real property in the development, including such  
additions as may hereafter be made thereto (as provided in Section 2 of Article I)  
is and shall be held, conveyed and occupied subject to the covenants, restrictions,  
easements, charges and liens set forth in this Declaration.

ARTICLE I

DEFINITIONS

The following words or phrases, when used in this Declaration or any Supple-  
mentary Declaration of Covenants and Restrictions (unless the context shall  
prohibit) shall have the following meanings:

- (a) "Developer" shall mean and refer to Country Living, Inc., a Wisconsin corporation.
- (b) "Association" shall mean and refer to The Brookhaven Estates Property Owners' Association, Inc.
- (c) "Properties" shall mean and refer to all such Existing Property (as provided in Section 1 of Article II and additions thereto from Additional Property (as provided in Section 2 of Article II) as are subject to this Declaration or any Supplementary Declaration of Covenants and Restrictions.

COPY

- (d) "Lot" shall mean and refer to any numbered lot shown upon any recorded final plat of the Properties.
- (e) "Living Unit" shall mean and refer to any portion of a residential building situated in an area of the Properties set aside for Condominium Property (as described in Article V) and designed and intended for use and occupancy as a residence by a single family.
- (f) "Common Properties" shall mean and refer to those lands shown upon any recorded plat of the Properties, that are not lots or Condominium Property, and are intended to be devoted to the common use and enjoyment of the Owners.
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entitled, of a fee, or undivided fee, interest or to a person or entity, which has an interest as a contract purchaser in any Lot or Living Unit situated upon the Properties, but shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation.
- (h) "Member" shall mean and refer to any Owner who is a member of the Association.
- (i) "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

REAL PROPERTY SUBJECT TO THIS DECLARATION: "PROPERTIES"

Section 1. Existing Property

The real property which is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration is located in Wood County, State of Wisconsin, and is more particularly described as follows:

Part of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 27, Township 22 North, Range 6 East. Commencing at the East  $\frac{1}{4}$  corner said Section 27, thence S 89 degrees 57'29" W 33.00 feet to the point of beginning; thence S 89 degrees 57'29" W 742.28 feet; S 53 degrees 57'20" W 63.42 feet; thence along the arc of a curve concave to the south whose radius is 270.29 feet, whose central angle is 80 degrees 04' and whose chord bears south 67 degrees 11'01" W 347.72 feet; S 62 degrees 50'59" E 204.29 feet; thence along the arc of a curve concave to the northeast whose radius is 66 feet, whose central angle is 125 degrees 11'34" and whose chord bears south 35 degrees 27'16" E 117.20 feet; thence along the arc of a curve concave to the southwest whose radius is 45.60 feet, and whose central angle is 82 degrees 23'03" and whose chord bears south 56 degrees 51'50.5" E 60.05 feet; S 15 degrees 40'30" E 60.00 feet; S 0 degrees 10'30" E 196.52 feet; S 89 degrees 49'30" W 220.00 feet; S 0 degrees 10'30" E 150.21 feet; S 89 degrees 58'29" W 80.21 feet; S 0 degrees 01'31" E 220.00 feet; S 89 degrees 58'29" W 249.28 feet; thence S 0 degrees 01'31" E 291.00 feet N 89 degrees 58'29" E 1350.00 feet; N 0 degrees 10'30" W 1309.80 feet to the point of beginning.

TABLE 1 - SCHEDULE OF  
FACILITIES PLANNED FOR BROOKHAVEN ESTATES

Facility	Projected Date of Completion	Projected Date of Conveyance to Property Owner's Association
1. Recreation Court Area (tennis court, volleyball court and basketball court)	Summer of 1975	Within one year after completion of 90% of sales, but not later than Jan. 1, 1980.
2. Playground Facilities	Summer of 1975	Within one year after completion of 90% of sales, but not later than Jan. 1, 1980.

Section 2. Additional Property

Additional Property may become subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Developer, its heirs, successors, and assigns shall have the right to bring within the general plan or scheme of this Declaration Additional Property in future stages of development. Additions, if any, shall comply with the standards set forth in this document.

The additions shall be subject to assessment for their just share of Association expenses.

The developer, its successors and assigns, are not obliged to bring any Additional Property within the general plan or scheme of development.

Any additions authorized under this Section shall be made by recording a "Supplementary Declaration of Covenants and Restrictions" with respect to such additions, which shall extend the general plan or scheme of the covenants and restrictions of this Declaration to the lands added,

ARTICLE III

COMMON PROPERTIES

Section 1. Nature and Ownership of Common Properties

- (a) General Provisions. Unless expressly dedicated to the public, all Common Properties depicted on the recorded plats are and shall remain private.

Developer covenants for itself, its heirs, successors, and assigns:

- to set aside certain lands as Common Properties as set forth in the various plats to be recorded;
- to improve the Common Properties;
- to open the Common Properties to the common use and enjoyment in conformity with Section 2; and
- to convey, by a warranty deed, a fee-simple title to the Common Properties to the Association, subject to covenants, restrictions and easements of record, in accordance with the standards and timetable specified in the following subsections.

- (b) Grounds. (i.e., permanent green areas and other open spaces to be used for recreational purposes and for preservation of the environmental qualities of the development).

These grounds shall be set aside as part of the Common Properties. The title to the grounds depicted on a final plat shall be conveyed within 12 months after the date of recording, except for tracts reserved for facilities. Conveyance of tracts reserved for facilities shall be in accordance with the timetable for the transfer of the facilities themselves.

(c) Facilities. (i.e., buildings or other improvements for administrative, maintenance, service or recreational purposes, with the tracts of land on which they are situated).

1. Facilities on the Existing Property:

The type, location, and scheduled completion of facilities is outlined in Table 1.

2. Facilities on the Additional Property:

Developer shall have the right to establish and build facilities on any addition made from the Additional Property.

3. Relationship between Facilities and Grounds:

Unless this Declaration provides to the contrary, the Association shall have the right subsequently to establish the following additional facilities as part of its Common Properties:

Unless this Declaration provides to the contrary, the Association shall have the right to expand any originally established facility, or reduce, reasonably modify the character of, close or remove, any originally or subsequently established facility. Land may be withdrawn from the grounds only for the above two purposes and within limits established by the Architectural and Environmental Control Committee of the Association.

4. Special Provisions regarding Operation and/or Disposition of Facilities on the Existing Property:

In the event that the Association elects, by a vote of at least two-thirds (2/3) of its membership, to close or discontinue operation and maintenance of any facility originally established on the Existing Property (see Table 1); any such facility shall revert to:

- a) first the Developer, who shall have the option to continue operation and maintenance of the facility, or
- b) secondly, should a facility be removed, the land on which it was situated shall become part of the Grounds, in which case such areas will be afforded maintenance and protection as set forth elsewhere in this document.

(d) Changes in Zoning Regulations or Subdivision and Sanitary Control Ordinances.

Developer's commitment to subdivide according to a certain pattern (residential properties with a minimum lot size of 20,000 square feet)

presumes that zoning regulations and/or subdivision and sanitary control ordinances will not change substantially over the term of the project's development (i.e., that subdivision will continue to be regulated primarily by existing regulations enforced by Wood County and the State of Wisconsin pertaining to areas serviced by individual wells and private disposal systems.)

A substantial change (i.e., the requirement of central or public sewer and/or water facilities) in state or county subdivision or sanitary control ordinances and/or the enactment of separate town ordinances not in effect at the outset of this project may force and permit the Developer to revise his plans regarding pattern and density of development.

Section 2. Use and Enjoyment of Common Properties

Each and every Member, his family members, and guests residing with him in his household shall have the rights of the use and enjoyment of the Common Properties, subject to restrictions stated in this Declaration and other reasonable regulations which the Board shall have the power to prescribe.

The Board and the assigns of the Association shall have the power to impose and collect reasonable fees for the use of those facilities for which a user-fee is deemed necessary.

The Board shall have the power to suspend a Member's rights to use and enjoy the Common Properties for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of the restrictions stated in this Declaration or its published regulations for the use, protection and preservation of the Common Properties.

Section 3. Protection and Preservation of Common Properties

For the duration of the covenants and restrictions set forth in this Declaration, the area of the Common Properties depicted in the final plats shall not be reduced by sale or development.

No portion of the grounds depicted in the final plats shall be diverted to residential development or facilities, subject to exceptions stated in this Declaration.

The grounds shall be preserved in their natural state, subject to development of planned trail systems, reasonable silvicultural measures (i.e., removal of dead or diseased trees), and measures of soil protection as they may be approved by the Board.

No person shall dump any garbage, trash or other refuse anywhere on the Common Properties, except in such places as may be designated for such purposes by the Board. Likewise, no person shall engage in any tree cutting, trail-making, burning, or like activity on the Common Properties; any such activity, if consistent with the purposes of this Declaration and in the interests of the development, shall be carried out only by persons specifically authorized by the Board.

The Board shall have the power to prescribe other reasonable regulations for protection and preservation of the Common Properties.

Section 4. Transfer of Interests in Common Properties

Developer and the Association shall have the right to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

In the event that the Developer has mortgaged any of the Common Properties, it shall have satisfied such mortgages prior to conveyance of title to said properties to the Association.

ARTICLE IV

LOTS

Section 1. Land Use

Unless otherwise provided by this Declaration or designated on a final plat, all Lots in the development shall be used for residential purposes only.

Property owners shall not cut more than twenty-five (25) percent of the dominant trees in the area lying between the building site and the boundaries of their property.

Section 2. Lot Size and Division

No Lot shall be divided or redivided.

Section 3. Type of Buildings

Construction on all properties shall be limited to a single family residence unless otherwise designated for multi-family use on the plat.

Only one outbuilding (detached garage, storage shed, or the like) may be erected and maintained on each Lot in addition to the dwelling house. Such outbuilding shall not be erected prior to the completion of the exterior of the dwelling house; it shall conform in external appearance to the dwelling house and shall not be used for residential purposes.

Any building erected on any Lot must have a full foundation. The Architectural and Environmental Control Committee may exempt porches, sundecks and the like from the operation of this rule, if the design of the dwelling house or the topography of the Lot makes such exemption desirable. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be approved by the Architectural and Environmental Control Committee.

Section 4. Dwelling Size

No dwelling house shall be erected or maintained on any Lot

- (a) having more than two stories, or
- (b) having a ground floor area of less than 760 square feet, and a total area not less than 1,500 square feet
- (c) having a minimum width of less than 26 feet, unless otherwise approved by the Developer or the Architectural and Environmental Control Committee.

Porches, sundecks, basements, attics, attached garages, breezeways, carports, crawl-spaces and the like shall be excluded from the calculation of ground floor or living space, as the case may be.

#### Section 5. Placement of Buildings

The following setback requirements shall govern the placement of buildings on Lots: No building, porch, or projection shall be erected or maintained on any property closer than 75 feet from the rear property line, nor closer than 10 feet from any side property line, nor closer than 35 feet from any street line, except on those properties with pre-planned building sites designated by the Developer.

Whenever two or more contiguous Lots in the development shall be owned by the same person, and such person shall desire to use two or more of them as a consolidated site for a single dwelling house, he shall apply to the Architectural and Environmental Control Committee for a permission to depart from the setback requirements along the internal Lot lines of the consolidated site. If written permission for such a use shall be granted, and a building built in departure of the original setback requirements, the Lots constituting the consolidated site shall be treated in other respects as a single Lot for the purpose of applying this Declaration.

#### Section 6. Completion of Construction Work

All building exteriors, including exterior color, shall be completed within six (6) months from the date construction begins.

All buildings must be roofed with a dark-colored roofing material or cedar shingles or shakes, and all building exteriors shall be stained or painted in a natural color compatible with the landscape. All exterior materials must be approved by the Developer or the Architectural and Environmental Control Committee.

#### Section 7. Signs, Fences, and Sundry Structures

No signs other than a sign indentifying the property and a "For Sale" sign shall be displayed on any Lot.

Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural colors.



"For Sale" signs shall be displayed only with the permission, and under the supervision of, the Developer or the Architectural and Environmental Control Committee.

Every tank for the storage of fuel that is installed outside any building on any Lot shall be either buried below the surface of the ground or screened and painted, to the satisfaction of the Committee, by fencing or shubbery.

Boundary fences on individual properties shall be prohibited.

Section 8. Surface Drainage, Sanitary Facilities, Nuisances, and Pets

The natural surface drainage patterns of any Lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of the Architectural and Environmental Control Committee.

No outdoor toilet shall be erected or maintained on any Lot.

No part of any Lot shall be used for dumping of garbage, trash or refuse of any kind, except that debris may be temporarily present in connection with construction work.

No animals shall be kept or maintained on any Lot, except the usual household pets; and, in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the development, by reason of movement, noise or odor.

Section 9. Protective Maintenance of Lots

Every Owner shall have the responsibility of maintaining his Lot so as to prevent surface erosion, growth of noxious weeds, fire hazards, improper operation or condition of wells and sewage disposal systems, and the like.

In the event that an Owner shall fail to exercise the responsibilities outlined above, the Association, through its agents or employees, shall have the right to enter upon said Lot and abate any of the above conditions. The cost of any such action shall be added to and become part of the Owner's annual maintenance assessment.

ARTICLE V

CONDOMINIUM PROPERTY

Section 1. Developer's Rights

Developer shall have the right to designate certain areas for possible condominium development consistent with standards set forth elsewhere in this document.

In the event that the area is not developed as Condominium Property, the Developer shall have the right to subdivide any portion thereof into Lots and add any remainder of the area to the Common Properties.

Section 2. Land Use

The area designated for Condominium Property shall be used for residential purposes only.

Maintenance of temporary shelters or the parking of campers, mobile homes, buses and the like shall be prohibited on any portion of the area, except in connection with construction work.

Section 3. Number, Type, Size and Placement of Buildings

Only residential buildings containing Living Units shall be erected or maintained in the area. Such buildings shall not exceed 2 stories in height.

Only one service or administration building may be erected or maintained in the area in addition to the residential buildings containing Living Units.

All buildings in the area shall conform to each other in external appearance.

No part of a building shall be erected or maintained closer than fifty (50) feet from any property line abutting to grounds, facilities, or Lots.

Section 4. Completion of Construction Works

All building exteriors, including color, shall be completed within 12 months from the date construction begins.

All buildings must be roofed with a dark-colored roofing materials or cedar shingles or shakes, and all building exteriors shall be stained or painted in a natural color compatible with the landscape. All exterior materials must be approved by the Developer or the Architectural and Environmental Control Committee.

Section 5. Signs, Fences, Sundry Facilities, Surface Drainage, Sanitary Facilities, Nuisances, and Pets

The provisions of Sections 8 and 9 of Article IV shall apply accordingly.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

Section 1. Purposes of Architectural and Environmental Control

Architectural and environmental control is hereby established for the purpose of protecting and preserving, to the extent feasible, the values, amenities, and qualities in the development.

Architectural and environmental control shall be exercised by the Architectural and Environmental Control Committee of the Association.

Section 2. Composition and Appointment of the Architectural and Environmental Control Committee

The Architectural and Environmental Control Committee shall be composed of three individuals who need not be Members of the Association.

The members of the Committee shall be appointed by the Board to serve at the pleasure of the Board.

Two members of the Committee shall constitute the quorum for the exercise of the Committee's business.

Section 3. Powers and Functions of the Architectural and Environmental Control Committee

The Architectural and Environmental Control Committee shall have the powers and functions conferred upon it by this Article and other provisions of the present Declaration and any Supplementary Declaration of Covenants and Restrictions, as well as such other powers and functions as the Board may confer upon it from time to time.

Section 4. Construction or Improvement Permit

No construction or improvement involving modification of the overall appearance of any Lot or any area to be developed or held as Condominium Property shall be commenced without a permit issued by the Architectural and Environmental Control Committee.

At least thirty (30) days before the contemplated commencement of any such construction or improvement, the owner(s) of the Lot(s) (area) shall submit, or cause to be submitted, to the Committee a written application for a permit. The application shall be accompanied by two (2) complete sets of plans and specifications for the proposed division, construction or improvement. The plans shall include Lot(area) plans showing the location of all structures or improvements existing on the Lot(area) and the location of the proposed construction or improvement. The plans and specifications for construction or improvement shall also depict the elevations of any buildings or structures, set forth the type and color of all exterior materials proposed, and indicate the extent to which trees are to be cut and the topography of the Lot(area) transformed.

The Committee shall render its decision regarding the permit within fourteen (14) days after receipt of the application and after examining the plans and specifications and viewing the proposed site.

Section 5. Liability of the Architectural and Environmental Control Committee

Neither the Architectural and Environmental Control Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other supporting materials submitted to it, nor for any defects in any work done according thereto.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every person or entity who is a record owner of a fee, or undivided fee, interest or who shall have an interest as a contract purchaser in any Lot or Living Unit which is subject by covenants or record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights

The Association shall have two classes of voting membership as set forth in the Articles of Incorporation.

ARTICLE VIII

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of a Lot or Living Unit, other than the Developer, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association general assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

In lieu of payment of assessments the Developer has covenanted to set aside, improve, and convey the Common Properties as provided in Article III.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the improvement and maintenance of the Common Properties devoted to this purpose and services related to the use and enjoyment of the Common Properties and of the Lots and Living Units.

Section 3. Basis and Maximum of General Assessments

The general assessment shall be \_\_\_\_\_ per Lot or Living Unit per year.

From and after \_\_\_\_\_, the general assessment may be increased or decreased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of such period of three years for each succeeding period of three years.

The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual general assessment for any year at a lesser amount.

#### Section 4. Change in Basis and Maximum of General Assessments

Subject to the limitations of Section 3 and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 prospectively for any such period, provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to members at least thirty(30) days in advance and shall set forth the purpose of the meeting.

#### Section 5. Quorum for Any Action Authorized under Sections 5 and 6

The quorum required for any action authorized by Sections 5 and 6 shall be as follows:

At the first meeting called, as provided in Sections 5 and 6, the presence at the meeting of members, or of proxies, entitled to cast thirty (30) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### Section 6. Date of Commencement of Annual Assessment: Due Dates

The annual assessments shall commence on the first day of March following the date of purchase and shall be due annually on March 1st thereafter.

#### Section 7. Duties of the Board

The Board shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Living Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Board upon demand and payment of a service fee of not more than \$1.00 shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association

Any assessment not paid on the date when due (being the date specified in Section 6) shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the delinquency date shall bear interest from the date of delinquency at the rate of seven (7) per cent per annum, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages

The lien for the assessments shall be subordinated to the lien of any mortgage or contract seller's interest now or hereafter placed upon any Lot of Living Unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Utility Easements

Easements for utility lines shall, as much as practicable, follow roads and/or property lines, and, whenever practicable, be placed underground, so as to minimize destruction of trees and modification of topography, and not to impair development, use and enjoyment of any Lot or Condominium Property.

Any utility cable or line that arrives to any Lot or Condominium Property underground shall be continued underground across such Lot or Condominium Property or to the terminal connections thereon.

The Board shall have the power to designate, and convey to utility companies, utility easements over any part of the Common Properties.

#### Section 2. Association's Right of Entry

Persons appointed or hired by the Board to exercise the powers, duties or functions of the Association shall have the right to come upon any Lot or Condominium Property, at any reasonable hour and in a reasonable manner, for the purpose of exercising these powers, duties and functions, with reference to such a Lot or Condominium Property.

#### Section 3. Duration of the Covenants and Restrictions

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 Association, any Owner, their respective heirs, successors, and assigns for a term of forty-five (45) years from the date this Declaration is recorded.

After the expiration of said forty-five-year term, the covenants and restrictions shall be automatically extended for successive periods of fifteen (15) years, unless an instrument signed by the then-owners of two-thirds (2/3) of the Lots and Living Units has been recorded, agreeing to terminate or modify the covenants and restrictions. However, no such agreement to terminate or modify shall be effective unless made and recorded three (3) years in advance of the effective date of such termination or modification, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

#### Section 4. Notices

Any notice required to be sent to any Member or Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

#### Section 5. Enforcement

Enforcement of the covenants and restrictions of this Declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 6. Severability

Invalidation of any one of these covenants or restrictions shall in no way affect any other provision, which shall remain in full force and effect.

Section 7. Dirt Removal

No dirt or soil from construction excavation shall be removed from the subdivision without the committee's approval in writing.



STATE OF WISCONSIN

COUNTY OF WOOD

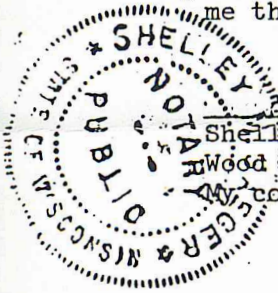
On this 7th day of May, 1974, before me personally appeared KARL BREMMER, JR., and HAROLD J. LA CHAPELLE, to me personally known, who being by me sworn did each for himself say that they are respectively the President and Secretary of COUNTRY LIVING, INC., the corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Karl Bremmer, Jr., and Harold J. La Chapelle acknowledged said instrument to be the free act and deed of said corporation.

COUNTRY LIVING, INC.

By: *Karl Bremmer, Jr.*  
Karl Bremmer, Jr., President

By: *Harold J. La Chapelle*  
Harold J. La Chapelle, Secretary

Subscribed and sworn to before me this 7th day of May, 1974.



*Shelley M. Saeger*  
Shelley M. Saeger, Notary Public  
Wood County, Wisconsin  
My commission expires 2-26-78



Drafted by H. J. LaChapelle, Atty.

PREAMBLE

532074 ✓

WOOD CO. WIS.

'74 MAY 13 PM 2 59

RECORD IN  
VOL. 452 ~~451~~ PAGE 371  
REGISTER OF DEEDS

*Walter D Braun*

*Country Living, Inc.*  
to

*The Brookhaven Estate  
Property Owners Association,  
Inc.*

*→ Pt. NE 1/4 - SE 1/4 } 27-22-6 E.  
- Pt. NW 1/4 - SE 1/4 }  
- Lots 1 thru 38 Brookhaven Estate  
2150c Outlots 1 & 2 ↑ HR.*

*H. J. La Chapelle*

DECLARATION OF COVENANCES &  
RESTRICTIONS

540857

RE-RECORD

WOOD CO. WIS.

'75 MAY 29 AM 10 39

RECORD IN  
VOL. 446 ~~445~~ PAGE 453  
REGISTER OF DEEDS

*Walter D Braun*

COUNTRY LIVING, INC.

TO

THE BROOKHAVEN ESTATES  
PROPERTY OWNERS ASSOCIATION,  
INC.

Lots, 1 thru 38 & Outlots 1 & 2  
Brookhaven Estates, G.R.  
PT. NE 1/4 - SE 1/4 )  
\* 27-22-6E.  
PT. NW 1/4 - SE 1/4 )

2150c

*H. J. La Chapelle*  
WR



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