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**AMENDED AND RESTATED DECLARATION OF COVENANTS  
FOR SCHUBERT AND LAKE LARGO ESTATES AND ALL  
ADDITIONS TO LAKE LARGO ESTATES CITY OF GREEN BAY,  
BROWN COUNTY, WISCONSIN**

**2775904**  
**CHERYL BERKEN**  
**BROWN COUNTY RECORDER**  
**GREEN BAY, WI**  
**RECORDED ON**  
**02/02/2017 1:57 PM**  
**REC FEE: 30.00**  
**EXEMPT #**  
**PAGES: 12**

Lake Largo Home Owners Association Inc.  
P.O. Box 8932  
Green Bay, WI 54308-8932

**A. Preamble**

Hoida, Inc., the original developer of the Schubert Plat and Plat of Lake Largo Estates (the "Plats") recorded on January 20, 1988 in volume 18 of the Plats, page 104 as Document No. 1145223 and on April 15, 1990 in Volume 18 of Plats, page 174 as Document No. 1208977, Brown County Records respectively. In connection with the recording of the Plats, Hoida, Inc. also filed a Declaration of Covenants for Schubert and Lake Largo Estates on November 26, 1990 in Jacket 16307, Image 36, as Document No. 1231056 (the "Original declaration"). Subsequently, Plats were recorded for Lake Largo First Addition, Volume 18, page 215, Document No. 1241202; Lake Largo Second Addition, Volume 20, page 63, Document No. 1483109; Lake Largo Third Addition, Volume 21, page 217, Document No. 1842674; and, ~~Lake~~ Lake Largo Ridge Estates, Volume 23, page 111, Document No. 2669597. Each lot within the Plats is referred to herein as a "Lot".

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Lake Largo is a private lake licensed by the state of Wisconsin Department of Natural Resources as a fish hatchery and is surrounded by the Plats and the Villages of Lake Largo Condominium (the "Condominium"). It is intended that Lake Largo shall be maintained and regulated for the mutual benefit of all owners within the Plats and Condominium, and authorized users thereof.

The Original Declaration subjected the real estate within the Plats to certain covenants which were intended for the benefit of the real estate within the Plats and each owner thereof in order to protect and preserve the values, amenities and qualities in the Plats.

The developer formed Lake Largo Estates Homeowners Association, Inc. ("LLHA") as an association of lot owners within the Plats. Each lot owner is a member of LLHA.

The Original Covenants, and these Amended and Restated Covenants, are intended to be covenants running with the land, and shall apply to and bind its successors in interest and all of the owners and their successors in interest.

LLHA, with the consent of not less than eighty-five percent (85%) of the owners of Lots within the Plats, desire to amend the Original Covenants as hereinafter provided.

## **B. Area of Application**

The covenants set forth herein apply to the Plats:

- 1) Lots 1, 2, 3, 4, 5, and part of lot 6, according to the recorded Plat of Schubert Subdivision, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, less and excepting that part of lot 6 now described as Vol. 31 of Certified Survey Maps, Page 270, as Map No. 4889.
- 2) Lots 1, 2, and 3, in Vol. 31 of Certified Survey Maps, Page 270, as Map No. 4889; being a part of lot 6, according to the recorded Plat of Schubert Subdivision and all of Lots 1 and 2 and part of Lot 3, according to the recorded Plat of Lake Largo Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 3) Lots 1, 2, and 3, in Vol. 31 of Certified Survey Maps, Page 273, as Map No. 4890; being a part of Lot 3 and all of Lot 4, according to the recorded Plat of Lake Largo Estates and all of Lots 23 and 24, according to the recorded Plat of Lake Largo Estates First Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 4) Lots 5,6,7,8,9,10, and 11, according to the recorded Plat of Lake Largo Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 5) Lots 12 through 22 inclusive, and Outlot 2, according to the recorded Plat of Lake Largo Estates First Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, less and excepting that part of Outlot 2 that is now a part of Largo Ridge Estates.
- 6) Lots 25 through 42 inclusive, according to the recorded Plat of Lake Largo Estates Second Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 7) Lots 43 through 68 inclusive, according to the recorded Plat of Lake Largo Estates Third Addition, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.
- 8) Part of Lots 2 and 6, and all of Lots 3, 4, and 5, according to the recorded Plat of Largo Ridge Estates, all in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, formally known as Outlot 1, according to the recorded Plat of Lake Largo Estates.

## **C. Glossary**

1. Lake Largo Homeowners Association (“LLHA”)
2. Design & Site Committee (“DSC”)
3. Lake Largo Lake Committee (“LLC”)

## **ARTICLE 1 – LOTS**

**Section 1.1 Land Use.** The use of the Lots within the Plats is restricted to the construction of and use as single family residences.

**Section 1.2 Design and Site Committee.** The DSC is a committee of the LLHA formed in accordance with the terms of the Bylaws of the LLHA. The DSC's purpose is to protect and preserve, to the extent possible and practicable, the values, amenities and the qualities in the development.

**Section 1.3 Submission of Plans Prior to Commencement of Construction.**

- A. No construction or excavation shall be commenced, no building or other improvements shall be erected, placed on any Lot or altered, until the DSC has received and approved a complete set of final building construction plans and specifications, and, for any building or improvements, a site plan showing the proposed location, grade and elevations of the structure on the site, and such additional detail as may be requested by the DSC.
- B. DSC approval shall be conditioned upon the harmony of external design and color with existing structures, compatibility of the proposed structure's location with respect to topography, finished grade elevation and neighboring structures, along with conformity to these Restated Covenants and the Bylaws and any applicable Rules and Regulations of the LLHA.
- C. All landscaping and retaining wall construction plans are subject to DSC approval.

**Section 1.4 Type of Buildings, Size and Construction Materials.**

- A. No exterior storage, temporary building, outbuilding or accessory buildings are allowed on any Lot. Only DSC approved decorative structure or improvements, such as a gazebo, may be placed or constructed on any Lot. No existing improvement or structure may be moved onto any Lot.
- B. The garage shall be an integral part of the residence. Except as provided in the above paragraph, the only structure located on a Lot may be the residential dwelling and attached garage. The attached garage must be sufficient to house a minimum of two automobiles.
- C. Residential dwellings shall have the following minimum square footage of enclosed living floor space:
  - 1. A single story dwelling: not less than eighteen hundred fifty (1,850) square feet.
  - 2. A two story dwelling: not less than twenty-five hundred (2,500) square feet.

3. A 1 ½ story dwelling: not less than twenty-five hundred 2,250 square feet.
  4. A raised ranch: not less than eighteen hundred fifty (1,850) square feet on its upper floor.
  5. A split level home: not less than a combined minimum eighteen hundred and fifty (1,850) square feet on the two uppermost levels.
  6. The calculation of living floor space does not include porches, sun decks, basements (including walkouts), attics, attached garage, breezeways, crawl spaces and the like.
- D. Residences shall be sided with natural siding materials, e.g., wood siding, stone, brick or stucco, or other premium siding approved by DSC.
- E. All roofs shall be 7/12 or greater pitch. Roofing must be constructed using only premium, dimensional shingles, metal, split cedar shakes or cedar shingles. All roofing materials shall be included in the plans and specifications submitted to the DSC for approval as provided above.

**Section 1.5 Placement of Dwelling.**

- A. Except for shoreline Lots, the placement of the dwelling upon the Lot shall be governed by the City of Green Bay ordinances regarding the side lot, set back and rear lot.
- B. Shoreline lots shall have a minimum of a ten (10) foot setback from the side lines. Because of the varying depths, grade and elevation of shoreline lots, proposed finished grade and placement of the residence relative to the front and rear lot lines on shoreline lots shall be within areas designated by the DSC and subject to the approval of the DSC.

**Section 1.6 Commencement and Completion of Construction.**

- A. Building exteriors shall be completed within nine (9) months from the commencement of construction.
- B. Initial excavation and all earth moving shall be conducted in such a manner as to prevent runoff into Lake Largo. Use of silt screening or other appropriate measures approved by the DSC are mandatory. All plans shall indicate the steps being taken to prevent runoff.
- C. All grading, initial landscaping, including seeding or sodding and installation of the driveway shall be completed within one year of the

commencement of construction. All such landscaping, etc., shall be subject to DSC approval prior to commencement and pursuant to Section 3. The driveway must provide access from the street to the garage. Driveways shall be constructed with concrete, stamped concrete, colored concrete, or brick pavers. No blacktop, gravel or asphalt is allowed.

**Section 1.7 Signs and Fencing.**

- A. No signs, other than those identifying the property by street number, or a "For Sale" sign, shall be displayed on any lot. Political signs are allowed subject to the Rules and Regulations of the LLHA.
- B. All proposed fencing must be approved by the DSC prior to installation. Any fencing shall be constructed of DSC-approved premium materials. Chain link fencing shall not be permitted within the Plats. Such fencing must, however, be approved by the DSC for compatibility of design and integration within the Plats.

**Section 1.8 Dogs, Cats, Pens and Kennels.** As per city ordinance, no more than two pets of the same type, dogs or cats (excluding fish), shall be permitted within or upon a Lot without the written consent of the Association. For example, two dogs and two cats are permitted, but three dogs, even if different breeds, are not permitted.

**Section 1.9 Satellite Dishes, Solar Panels, Wind Generating Devices, Clotheslines, Drying Yards, Abandoned Vehicles and Overnight Parking.**

- A. Only satellite or cable dishes smaller than 34" in diameter shall be permitted on any lot in the subdivision.
- B. Only DSC approved solar panels or wind powered generator devices shall be allowed on any Lot in the subdivision.
- C. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening deemed acceptable by and approved by the DSC.
- D. No unlicensed or non-functional vehicles shall be permitted on a Lot other than in a garage.
- E. Exterior parking of vehicles (including, but not limited to boats, recreational vehicles, trailers) shall be regulated by the LLHA.
- F. Only temporary outdoor overnight parking of licensed automobiles is allowed, except for vehicles belonging to resident's family residing on the

premises. No ongoing storage of any vehicle including automobiles (except automobiles belonging to resident's immediate family residing on the premises), trucks, motorcycles, ATV's, trailers, campers, boats, or any other sort or recreational vehicle, shall be permitted other than in attached garages.

**Section 1.10 Rules, Regulations and Restrictions Regarding the Use of Lake Largo (the "Lake").** The following uses, restrictions on usage, rules and regulations govern the use of Lake Largo by the owners of Lots:

- A. No public access shall be permitted to the Lake.
- B. The use of the Lake by members of LLHA and guests shall be subject to the Rules and Regulations of LLHA from time to time.
- C. No gasoline powered engines shall be used on any boat in or on the lake. Manual or electric powered boats such as paddle boards, row boats, canoes, small paddled boats or small sailboats shall be permitted. Electric motors shall be restricted to a powered source not exceeding one twelve volt battery.
- D. The feeding of fish, geese, swans, ducks or other waterfowl is prohibited.
- E. Fishing shall be permitted only by the use of a rod, reel, fishing pole or ice fishing tip-up device. No nets or other devices may be used to catch fish. No permanent ice fishing shanties are permitted.
- F. No commercial fishing is permitted under any circumstance.
- G. No fish shall be planted or attempted to be planted in the Lake.
- H. No dumping of any foreign matter into the Lake is allowed.
- I. No property owner shall, with the sole exception of a sump pump system required by and in conformity with the codes and applicable regulations of the municipality having jurisdiction of the property, pump water into or out of Lake Largo or attempt to control or actually control, modify or operate any overflow valve affecting the Lake level.
- J. Access to the Lake shall be at the two designated areas established for those purposes and set forth on the Plats. One area is owned by the Condominium and the other is owned by the LLHA and both are bound by mutual restrictions in covenants regarding the Lake. Mutual easements have been

established to provide access to the Lake from and over the two designated areas.

- K.** Access areas shall be exclusively for purposes of providing access to the Lake, including but not limited to the following: the use of boats for pleasure and/or for fishing and/or for swimming.
- L.** No camping or barbequing shall be permitted in the access areas.
- M.** Offshore owners may bring a boat to the Lake for use on a daily basis. All boats and all personal property must be returned each day to the owner's residence and properly stored.
- N.** The use of boats on the Lake shall be subjected to the rules and regulations of the State of Wisconsin and the Wisconsin Department of Natural Resources including, but not limited to, the use of flotation and safety devices.
- O.** Shoreline Lots shall be subjected to the following restrictions:
  - 1.** Boats shall be removed from the shore for winter storage each year no later than Thanksgiving.
  - 2.** All boats shall be properly secured to the shore each day following use.
  - 3.** Temporary playhouses must be removed at the end of the summer season.
- P.** All owners of Lots abutting the Lake shall landscape and maintain their property consistent with the standards established by the DSC so as to prevent runoff of soils and erosion into the Lake.
- Q.** Land owners use or application of pesticides, herbicides and fertilizers in or near the Lake is prohibited. Selection of such materials or products shall recognize the environmental impact to the Lake. Such materials or products that are detrimental to the ecological balance of the Lake are specifically banned.
- R.** Snowmobiles and other motorized recreational vehicles are prohibited on the frozen surface of the Lake. ATV's will be allowed on the lake for the sole purpose of snow removal.

**Section 1.11 Lake Largo Home Owner's Association ("LLHA").**

- A.** Every owner of a Lot shall be a member of LLHA, a Wisconsin non-stock corporation. The LLHA shall adopt By-Laws to govern and administer its affairs. Such By-Laws shall not be inconsistent with the covenants, conditions and restrictions contained in this Restated Declaration.
- B.** LLHA shall address the issues involving Lake Largo and the management of the Lake including, but not limited to, establishment of an annual budget for the expenses associated with the Lake. The LLHA, consistent with these covenants and the written agreement, binds the LLHA and the Condominium Association to work toward the mutual maintenance and management of the Lake for the benefit of all owners and users. Both the LLHA and the Condominium Association, through its association of unit owners, shall each be responsible for fifty percent (50%) of the annual charges established in the budget, as is set forth in the agreement referenced above. Each entity shall be responsible for the collection of the charges from their members.
- C.** The Board of Directors of the LLHA, in conjunction with the Condominium Association, shall form a Lake Committee consisting of no less than two (2) members from each organization.
- D.** This Lake Committee shall address water quality, lake usage, maintenance, enforcement of the rules, stocking of the Lake with fish and other marine life and wildlife, draining or filling, water level, insect or pest control, licenses to control fishing and boating, application for governmental permits if necessary, restriction of noise and other nuisances resulting from use of the Lake, depredation of wildlife and marine life in the vicinity of the Lake through the taking of depredation thereof in such manner as may be permitted by law, and the adoption of an annual budget to pay for the expenses incurred in the maintenance of the Lake and common areas.
- E.** In addition, the Lake Committee shall address, and if necessary adopt, such additional rules and regulations as it deems proper for the use and enjoyment of and the efficient and orderly conduct of the activities on the Lake. The rules as adopted shall be consistent with and/or may be more restrictive than the rules and regulations of the LLHA and the Condominium Association. The rules and regulations shall not unreasonably discriminate among owners.
- F.** The fifty percent (50%) share of the budget prepared and approved by the Board of Directors of LLHA, in conjunction with the Condominium

Association, and attributable to the Lots, to meet the common expenses of the Lake management, including the Lake access areas, shall be allocated and assessed on an equal basis among the respective Lots and Lot owners. LLHA shall be responsible for fifty percent (50%) of the charges. The Condominium Association shall also be responsible for fifty percent (50%) of the charges. Individual owners shall be assessed as provided in the Bylaws of LLHA. Each owner covenants and agrees, by the acceptance of the conveyance of the property subject to these covenants and restrictions, to be bound by the terms and conditions of the Bylaws of LLHA as may be amended from time to time, including the terms pertaining to assessments and the payment thereof.

- G. Any unpaid dues, assessment, fines or other monetary sum due to LLHA shall constitute a lien on the Lot whose owner has failed to pay the amount due. The liens shall be perfected by the filing of an affidavit by LLHA with the Brown County Register of Deeds. The affidavit shall state the basis for the claim and the amount owed. The lien shall be released upon payment of the amount owed plus any accrued fees and/or penalties.
- H. Liability for any assessment may not be avoided by the waiver of use or enjoyment of the Lake or by abandonment of the Lot or residence for which the assessment is made.
- I. Every Lot owner shall comply strictly with the By-Laws of the LLHA and with the rules and regulations under the By-Laws and with the covenants contained in this Restated Declaration. Failure to comply with the LLHA By-Laws, rules, covenants, conditions, or restrictions shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintained by the association or in a proper cause by an aggrieved Lot owner. In the event of a conflict between the covenants and the By-Laws, the covenants shall control.

**Section 1.12 City Ordinances and Zoning.**

- A. City ordinances will apply to all Lots; all covenants and restrictions shall be applied and enforced for the protection and benefit of all Lot owners.
- B. Whenever the City of Green Bay, Wisconsin's zoning or use ordinances are more restrictive than these covenants, such ordinance provisions shall control.

## ARTICLE 2 - GENERAL PROVISIONS

### Section 2.1 Durations of Covenants and Restrictions.

- A. Covenants and restrictions of this Declaration shall permanently run with and bind the land and shall inure to the benefit of and be enforceable by LLHA, any owner, and their respective heirs, successors and assigns.
- B. The covenants set forth in this Restated Declaration, with the exception of those provisions related to the use, integrity, or maintenance of Lake Largo, itself, may be amended by the written consent, recorded in the Office of the Brown County Register of Deeds, of seventy percent (70%) of the owners of all Lots. Such consent shall specify the particulars of any modification and shall refer to the specific portions of this Declaration affected thereby. With respect to those provisions affecting the Lake, any modification, to be effective, must be joined in by the Condominium Association.

### Section 2.2 Enforcement.

- A. 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 the violation by injunctive relief or to recover damages and against the real property and the real property owners to enforce any liens created by this Declaration. Failure by the LLHA or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter and shall not be actionable with respect to the LLHA or any Lot owner.
- B. The Board of Directors of LLHA shall have final authority to settle any disputes regarding restrictions or covenants and its decision shall be binding on all Lot owners

**Section 2.3 Non-Liability of LLHA and its Design and Site Committee.** LLHA and the DSC are formed for the purpose of protecting and preserving the quality, value and amenities in the Plats encompassed by these covenants and restrictions for the benefit of all of the Lot owners. LLHA, DSC, or any individual member thereof, shall not be responsible nor shall they or it be liable to any Lot owner, or any person or entity making a claim through any Lot owner, for any loss or damage that may be occasioned by or through acts or omissions of LLHA, the DSC, or any individual member thereof, while directly or indirectly exercising the rights, duties and obligations of LLHA or the DSC as required and set forth in the covenants contained herein.

**Section 2.4 Severability.** Invalidation of any of these covenants or restrictions by final order or final judgment of a court of competent jurisdiction shall not affect the enforceability of the remaining restrictions and covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the Lake Largo Home Owners Association Inc. by its duly appointed and elected officers has executed this Declaration of Covenants and Restrictions this 31 day of October, 2016 after obtaining the consent of eighty-five percent (85%) of the Lot owners.

President: Mark Plate

Signed [Signature]

Vice President: Scott Hoff

Signed [Signature]

Secretary: Steve Te Tai

Signed [Signature]

Treasurer: Mark Tumpach

Signed [Signature]

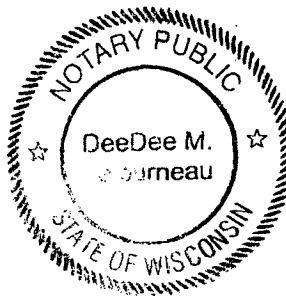
Board Member at Large: Paul Soletski

Signed [Signature]

State of Wisconsin )  
  )  
County of Brown )

Personally came before me this 31<sup>st</sup> day of October, 2016, the above named MARK PLATE, SCOTT HOFF, STEVE TE TAI, MARK TUMPACH and PAUL SOLETSKI to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public DeeDee M. Letourneau  
Brown County, Wisconsin  
My commission May 3, 2019



This document was drafted by Attorney William S. Woodward  
Von Briesen & Roper, s.c.  
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