**Declaration of Covenants, Conditions and Restrictions for Marley Meadows**

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**3104467**
**CHERYL BERKEN**
**BROWN COUNTY**
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WRDA Rev. 7/2/2010

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARLEY MEADOWS

THIS DECLARATION of Conditions, Covenants and Restrictions for the Plat of Marley Meadows, Village of Howard, Brown County, Wisconsin, is made this 4th day of September, 2025, by C Roffers Properties LLC, a Wisconsin limited liability company ("Developer"). Developer is the owner of the following described real estate in the Village of Howard, Brown County, State of Wisconsin, the real estate now duly the Plat of Marley Meadows hereinafter known as the "subdivision" being more fully described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41 of the Plat of Marley Meadows, Village of Howard, Brown County, Wisconsin.

Tax parcel numbers: VH-4459, VH-4460, VH-4461, VH-4462, VH-4463, VH-4464, VH-4465, VH-4466, VH-4467, VH-4468, VH-4469, VH-4470, VH-4471, VH-4472, VH-4473, VH-4474, VH-4475, VH-4476, VH-4477, VH-4478, VH-4479, VH-4480, VH-4481, VH-4482, VH-4483, VH-4484, VH-4485, VH-4486, VH-4487, VH-4488, VH-4489, VH-4490, VH-4491, VH-4492, VH-4493, VH-4494, VH-4495, VH-4496, VH-4497, VH-4498 and VH-4499.

Developer therefore being the owner of the above described property hereby makes the following declaration of covenants, conditions and restrictions to which the lots or tracts constituting such subdivision shall be put, and hereby specifies that such declarations shall constitute covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision.

1. Purpose. The purpose of these covenants, conditions, and restrictions is to ensure that the property is used exclusively for attractive residential purposes, to prevent the occurrence of nuisances, to preserve and enhance the aesthetic appeal of the property, and to maintain the desired character and quality of the community. These provisions are intended to secure for each lot owner the full benefit and enjoyment of their property, subject only to those restrictions on use that are reasonably necessary to afford the same advantages to all other lot owners.

2. Architectural Control. No Dwelling, house, or other structure shall be erected, constructed, or place upon any lot within this subdivision unless and until complete elevation drawings, floor plans, foundation plans, site plans, and specifications for the proposed structure have been submitted to, and approved in writing by, the Developer. The Developer's approval shall be required to ensure compliance with these covenants and to preserve the architectural harmony and aesthetic standards of the subdivision. No construction may commence prior to receipt of such written approval.



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3. Land use and building type. All lots within this subdivision shall be restricted exclusively to single-family residential use. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, which shall not exceed two and one-half (2 ½) stories in height, subject to any additional limitations and conditions set forth herein. Only single-family residences of conventional construction are permitted. No residence shall have 100% vinyl horizontal siding on the front elevation. Permitted materials for the front elevation may include, but are not limited to, board and batten, cedar impressions, stone, or brick. As part of the initial architectural review, each homeowner shall submit exterior design plans for the proposed dwelling to the Developer. The Developer shall review and approve the exterior design to ensure compliance with these covenants and to maintain the architectural harmony and aesthetic standards of the subdivision. No construction may commence prior to receipt of such written approval from the Developer.

4. Basement and Footings. No slab-on-grade houses shall be permitted. All residential buildings must include a basement constructed under at least seventy-five percent (75%) of the ground floor area of the residence. The remaining portion of the residence shall be supported by footings with a minimum depth of four (4) feet below finished grade.

5. Garages. Every residence shall include a private, attached garage designed to accommodate not fewer than two (2) automobiles. The garage shall have a minimum interior floor area of 528 square feet.

6. Roof pitch. The main roof of all residences shall have a minimum pitch of 6/12. The exterior design of each residence, including roof style and materials, must be harmonious with the overall character and aesthetic standards of the neighborhood. Gables or secondary roof elements projecting with the main roof may have a pitch of less than 6/12, provided that the overall design remains consistent with the architectural harmony of the subdivision.

7. Parking of Vehicles. All boats, automobiles, trucks, vans, recreational vehicles (RVs), camper trailers, and utility trailers parked outside on any lot must be parked entirely on a paved surface and shall not be parked in any yard or unpaved area. All such vehicles must be currently listed and operable at all times while on the property.

   Boats, RVs, and camper trailers may only be parked or stored outside on a paved surface between April 15 and November 15 of each year. At all other times, these vehicles must be stored in a garage or otherwise out of public view, except for temporary loading or unloading not to exceed 48 hours.

   No fish shanties may be stored outside on any lot for more than two (2) consecutive weeks at a time.



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8. Construction Time and Landscaping. All homes must be fully completed within twelve (12) months from the date construction commences. No home may be occupied prior to the completion of all construction and exterior details, including but not limited to porch posts, siding, and roofing. All exterior details of each dwelling shall be completed within the same twelve (12) month period following commencement of construction.

   Within twelve (12) months after the issuance of an occupancy permit by the Village of Howard, each lot owner shall complete the installation of a finished lawn. In addition, within the same twelve (12) month period following the issuance of an occupancy permit, each lot owner shall plant at least one (1) tree in the front yard, with a trunk diameter of not less than two (2) inches and shall install landscaping along the foundation at the front of the residence.

   Failure to comply with these requirements shall constitute a violation of these covenants and may subject the lot owner to enforcement actions and remedies as provided herein and under applicable law.

9. Minimum floor plan size. The following shall be the minimum floor areas for homes constructed on any lot, exclusive of basement area, garage area, and open porch areas:
   a. The ground floor of a one-story residence shall contain not less than 1,300 square feet of finished living space.
   b. The aggregate finished floor area of a one and one-half story, two story, or two and one-half story residence shall be not less than 1,600 square feet, with the first story containing at least 1,000 square feet of finished living space.

   No portion of any level with its floor below grade shall be considered living space for purposes of these minimum requirements, except as may be expressly permitted in writing by the Developer. All homes must include either a basement or a crawl space.

10. Type of Construction. No previously used or existing buildings, structures, or residences shall be relocated or moved onto any lot within the subdivision. All residences and other structures constructed on any lot must be new construction, built on site, and shall not consist of or incorporate any building or residence that has been previously occupied or erected at another location.

11. Storage or Utility Building/Outbuilding. One storage building or outbuilding shall be permitted per lot. Ant such building must be designed to be architecturally consistent with the principal residence on the lot, including matching roof design, roof material, and siding material. The exterior appearance, color, and trim of the storage building or outbuilding shall be harmonious with the residence and the overall character of the subdivision.

    No storage building or outbuilding may exceed 200 square feet in floor area. In addition, all storage buildings or outbuildings must comply with the size, placement, and other requirements established by the Village of Howard or any other applicable governmental



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authority. Prior to construction or placement of any storage building or outbuilding, the lot owner must obtain all necessary approvals and permits from the Village of Howard and, if the Developer owns any lot within the subdivision, submit plans and specifications for review and approval by the Developer.

No storage building or outbuilding shall be used for residential occupancy or as a dwelling unit.

12. Compliance with state and municipal codes. All residences and improvements constructed or maintained on any lot shall comply in all respects with the applicable setback requirements, side yard requirements, building codes, and all other ordinances and regulations of Brown County, the Village of Howard, and the State of Wisconsin. In the event of any conflict between these covenants and any applicable governmental ordinance or regulation, the more-restrictive provision shall control to the extent permitted by law.

13. Driveways and Sidewalks. All driveways serving any residence shall be hard surfaced with concrete and/or comparable durable material, extending from the garage or parking area to the property line, within six (6) months after the issuance of an occupancy permit by the Village of Howard. In addition, each lot shall be hard surfaced from the property line to the edge of the street right-of-way within six (6) months following the completion of the final concrete curb, gutter, and street installation in front of the lot. All driveways must comply with the applicable standards and specifications of the Village of Howard and any other governing authority.

14. Drainage Pattern and Setbacks. The landscaping, grading, and development of each individual lot shall strictly comply with the drainage plan approved by the Village of Howard and maintained on record at the Howard Village Hall. No alterations to the natural or established drainage patterns, or to the approved setbacks, shall be made without the prior written approval of the Village of Howard. All lot owners are responsible for ensuring that any landscaping or improvements do not adversely affect the drainage of their lor or neighboring lots and must maintain compliance with all applicable municipal ordinances and regulations regarding drainage and setbacks.

15. Trash/Burning/Litter. All trash, garbage, and waste materials shall be stored in sanitary containers that are kept out of public view and maintained in a manner that is not aesthetically offensive or unsightly. No burning of any kind, including but not limited to leaves, grass clippings, branches, or other refuse, shall be permitted on any lot. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage, or other rubbish. Each lot owner is responsible for ensuring that their property remains free from unsightly debris and that all waste is disposed of in accordance with applicable municipal and county regulations.



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16. Antennas/Satellite Dishes. No radio or television antennas shall be installed or maintained on the exterior of any building or on any pole or structure on any lot. Satellite dishes are permitted, provided that they are not installed on the front of any building or on the roof. All satellite dishes must be located at the side or rear of the home and must be screened or otherwise situated so as to be unobtrusive and hidden from public view as reasonably possible. All installations must comply with applicable municipal, county, and state regulations.

17. Nuisances. No noxious, hazardous, or offensive activity shall be conducted or permitted upon any lot, nor shall anything be done or maintained on any lot which may be or may become an annoyance, nuisance, or cause of unreasonable disturbance to the neighborhood or to other lot owners. Each lot owner shall refrain from any use of their property that interferes with the quiet enjoyment, health, safety, or general welfare of other residents, or that impairs the attractiveness or value of the subdivision.

18. Subdividing. No lot within the subdivision may be subdivided, partitioned, or otherwise divided into smaller lots or parcels by any person or entity other than the Developer. This restriction shall run with the land and be binding upon all current and future owners of lots within the subdivision. Any attempt to subdivide, partition, or otherwise divide a lot in violation of the provision shall be null and void and shall constitute a violation of these covenants, subjecting the lot owner to all remedies available at a law or in equity, including but not limited to injunctive relief and the recovery of damages or costs incurred by the Developer or other lot owners as a result of such violation. This restriction is in addition to, and not in lieu of, any requirements or limitations imposed by applicable municipal, county, or state law regarding subdivision or partition land, and in event of any conflict, the more restrictive provision shall control to the extent permitted by law.

19. Lighting. All outdoor lighting installed on any lot shall be ornamental in design and appearance, consistent with the architectural character of the residence and the overall aesthetic standards of the subdivision. Any pole-mounted lighting must be installed on ornamental poles that are compatible in style and material with the principal residence. Flood lighting or other high-intensity lighting may be used only if it is directed and shielded so as not to cause glare, nuisance, or offensive illumination to neighboring properties or public roadways. All outdoor lighting must comply with applicable municipal, county, and state regulations regarding lighting, nuisance, and safety.

20. Temporary Structures. No structure of a temporary nature, including but not limited to shanties, sheds, tents, trailers, or similar structures, shall be permitted on any lot at any time, whether temporarily or permanently, no structure other than a fully completed residence, as defined by applicable municipal codes and covenants, shall be occupied for any purpose.



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21. Pre-construction maintenance. Each lot owner shall be responsible for maintaining their lot in a clean, orderly, and attractive condition prior to the commencement of construction. No trash, waste, debris, wood piles, weeds, or long grass shall be permitted to accumulate or remain on any lot prior to the start of construction activities.

22. Growth and Debris. The owner of each improved lot shall maintain the lot, together with all lands lying within the road right-of-way between the lot and the traveled portion of any abutting road, in a mowed, clean, and attractive condition. No refuse pile, rubbish, or unsightly objects shall be placed or allowed to remain on any portion of the lot or right-of-way. If an owner fails to keep the property free of weeds, underbrush, refuse, piles, or other unsightly growth or objects after written notice, the Developer or its agents may enter upon the property to remove such items at the owner's expense, and such entry shall not be deemed a trespass.

23. Walls and Fences. No chain link fences shall be permitted on any lot. So long as the Developer owns any property in the subdivision, the construction or installation of any wall or fence, excluding hedge fences, shall require the prior written approval of the Developer on an individual basis. In addition, a permit must be obtained from the Village of Howard prior to the commencement of construction of any wall or fence.

24. Encroachment. For purposes of these covenants, eaves, steps, and open porches shall not be considered part of the building footprint for setback purposes; provided, however, that no portion of any building, including eaves, steps, or porches, shall encroach upon or extend over any other lot or violate applicable setback requirements.

25. Signs. No sign of any kind shall be displayed to public view on any lot, except for one professional sign advertising the property for sale or during the construction period. Such sign shall comply with any applicable municipal regulations regarding size, placement, and duration.

26. Easements. Easements or the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Each lot owner shall continuously maintain the easement area on their lot and make all improvements thereon, except for improvements for which a public authority or utility company is responsible. The following uses, structures, and activities are prohibited within any easement area: filling, grading, or excavation; construction or placement of any building or structure; cultivation of crops, fruits, or vegetables; planting of trees or shrubs; dumping or depositing of ashes, waste, compost, fill, or materials of any kind; and storage of vehicles, equipment, materials, or personal property of any kind.



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27. Clotheslines. No clothesline or laundry line of any kind shall be installed or maintained in any outdoor area on any lot, except for temporary or fully retractable lines that are not visible from the street or neighboring lots when not in use.

28. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgement or court order, shall in no way affect any of the remaining conditions, covenants and restrictions, which shall remain in full force and effect.

29. Amendment. This Declaration may be modified, clarified, changed, or amended at any time by a written instrument executed by the owners of at least fifty percent (50%) of the lots in the subdivision, in a form suitable for recording in the Brown County Register of Deeds Office. Any such modification, clarification, change, or amendment shall require the prior written approval, in recordable form, of the Developer, so long as the Developer owns ant lot(s) in the subdivision. Furthermore, so long as the Developer owns any property in the subdivision, the Developer alone shall have the right to waive, modify, clarify, change, or amend any provision of these covenants, conditions, and restrictions by written instrument in recordable form.

30. Variations. Variations of any of these covenants, conditions and restrictions may be approved by the Developer at is sole discretion where Developer is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. This includes the right of the Developer to record an Amendment to this agreement in order to effectuate said variation.

31. Enforcement. Enforcement of these covenants, conditions, and restrictions may be pursued by proceedings at law or in equity against any person or entity violating or attempting to violate any provision, either to restrain such violation, to recover damages, or both. Any lot owner, the Developer, the homeowners' association (if any), the Village of Howard, or Brown County may enforce the provisions of this Declaration by appropriate legal equitable action.

32. Relation to Public Regulations. Where the provisions of this Declaration impose greater restrictions or higher standards than any applicable statute, ordinance, or rule, the provisions of this Declaration shall control to the extent permitted by law. Where any statute, ordinance, or rule imposes greater restrictions or higher standards than this Declaration, the provisions of such statute, ordinance, or rule shall control.

33. Term. These conditions, restrictions, and requirements are covenants running with the land and shall be binding upon the grantors and grantees of the property described herein, and their respective heirs, executors, administrators, successors, and assigns, for a period of twenty (20) years from and after the date hereof. Upon expiration of such initial term, these covenants shall automatically renew and continue in force for successive periods of ten (10) years each, unless



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an instrument terminating or amending these covenants is executed and recorded in accordance with Section 29 above and all applicable requirements of Wisconsin law.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal on the day and year first above written.

C Roffers Properties LLC

By Chad Roffers, Member

**Acknowledgement**

State of Wisconsin

County of Brown

Personally, came before me on 9-4, 2025, the above-named Chad Roffers as the member of C Roffers Properties LLC, who executed the foregoing instrument and acknowledged the same.

ELLEN M. GOLTZ NOTARY PUBLIC STATE OF WISCONSIN

Ellen M. Goltz
Notary Public, Wisconsin

My commission ~~is permanent or~~ expires: 4/10/28

**This instrument was drafted by:**

**Atty. Timothy F. Polack**

**Czachor Polack Borchardt, LLP**

**107 N. Broadway**

**Green Bay, WI 54303**



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