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JENNIFER J. LAURIN
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
01/05/2026 10:01 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 17
EXEMPT #:

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT MEADOWBROOKE ACQUISITION, LLC, a Wisconsin limited liability company, being the owner of certain lands in the Village of Grafton, Ozaukee County, Wisconsin to-wit: land located between Shady Lane, Pleasant Valley Road and west of the railroad right of way, containing approximately 117 acres, all of which land is more particularly described on Exhibit A attached hereto and incorporated by reference herein, and including, among other parcels, SHADY HOLLOW PHASE 8, recorded in the office of the Ozaukee County Register of Deeds on January, 2, 2026 at 11:41AM as Document No. 1178899 being a subdivision located in that Part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 12, being a part of Township 10 North, Range 21 East, in the Village of Grafton, Ozaukee County, Wisconsin, all of which land in SHADY HALLOW PHASE 8 is more particularly described on Exhibit B attached hereto and incorporated by reference herein.

NAME AND RETURN ADDRESS

Robert Tillmann
1055 Spring Street
Grafton, WI 53024

$30

NOW THEREFORE, the Developer hereby declares that the real estate described above as SHADY HOLLOW PHASE 8 shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof. These Restrictions shall apply initially to SHADY HOLLOW PHASE 8, and the sections pertaining to the Association and the Architectural Control Committee shall also apply to subsequent phases of SHADY HOLLOW Subdivision as plats for such subsequent phases are recorded with the Ozaukee County Register of Deeds.

1. **DEFINITION OF TERMS.**

(a) "Architectural Control Committee" shall mean the officers of the Association appointed or elected in accordance with Section 27 of this Declaration who shall serve as members of the Architectural Control Committee.

(b) "Association" shall mean the SHADY HOLLOW Homeowners Association, a non-profit, non-stock homeowner's association, which is created under this Declaration.

(c) "Attached" shall mean incorporated into the primary dwelling structure with at least one common wall.

(d) "Cars" shall mean standard size automobiles.

(e) "Developer" shall mean MEADOWBROOKE ACQUISITION, LLC, a Wisconsin limited liability company, as well as any successor-Developer.

(f) "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoptions or marriage.

(g) "Lot" shall mean any Lot as described on the Plat of SHADY HOLLOW PHASE 8.

(h) "Parcel" shall mean each individual parcel as described on the Plat of SHADY HOLLOW PHASE 8 recorded in the office of the Register of Deeds of Ozaukee County.

(i) "Structure" shall mean and include, but not to be limited to, buildings, walls, fences, swimming pools, tennis courts, playground equipment, storage sheds, rubbish burners and any other similar items, the construction of which may not necessarily require a building permit.

(j) "Subdivision" shall mean the lands described on the attached Exhibit B, excluding lands now or hereafter dedicated to the Village, and including such contiguous parcels of real estate as may be acquired by Developer from time to time and declared by Developer to be a part of Shady Hollow under an instrument executed by Developer and recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.

2. **GENERAL PURPOSE.** The general purpose of this Declaration is to help assure that SHADY HOLLOW PHASE 8 will become and remain an attractive residential area and in furtherance of such a purpose: to preserve and maintain high aesthetic standards for all improvements, to help assure the best use and most appropriate development and improvement of each Lot to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of SHADY HOLLOW PHASE 8 consistent with high aesthetic standards and the purpose for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate location on the Lots, to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent set-back of structures and buildings for aesthetic appearance; to secure and maintain a proper spatial relationship of buildings, structures, and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within SHADY HOLLOW PHASE 8.

3. **LAND USE AND BUILDING TYPE:**

A. No part or parcel of the premises shall be used for any purpose except for single family residential purposes. No structure shall hereafter be erected, moved or placed on any part or parcel other than a residential dwelling not to exceed two (2 1/2) stories in height on the front elevation, with an attached private garage for at least two (2) cars, and for not more than four (4) cars, (a four car garage may be no wider than a three (3) car garage with one parking bay two (2) cars deep or two (2) cars wide and two (2) cars deep) and other outbuildings incidental to the residential use of the premises. Approval of a four car garage will be granted by ARCHITECURAL CONTROL COMMITTEE on a case by case basis.

B. No existing dwelling or other structure heretofore erected and situated upon land outside of the development may be moved onto any parcel of land within this Development without the written permission of the ARCHITECTURAL CONTROL COMMITTEE as hereinafter designated.

4. **PLANS AND SPECIFICATIONS.** No buildings, main or accessory, fence or wall shall be erected, placed or altered on any parcel until the construction plans and specifications, and a plan showing the location of the proposed structure, (collectively, the "Building Plans") shall have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to employment and quality of materials, harmony of exterior design with existing structures, as to the effect on the general aesthetics of the area, and as to location with respect to topography, grading, drainage, and finish grading elevations. All plans and specifications shall be drawn by a licensed, professional engineer, architect or other professional or shall be in proper form so as to enable the ARCHITECTURAL CONTROL COMMITTEE to ensure compliance with the terms of this Declaration of Restrictions. The ARCHITECTURAL CONTROL COMMITTEE shall be provided with an adequate grading plan and erosion control plan showing slopes, existing drainage and proposed drainage patterns. Approval shall be as provided in section 27 hereof. The ARCHITECTURAL CONTROL COMMITTEE may require a drainage design and pattern that will

not necessarily follow property boundaries but will be designed to facilitate the overall drainage of SHADY HOLLOW PHASE 8 and all subsequent phases of the subdivision.

5. **BUILDING SIZE AND TYPE.** Dwellings erected in said SHADY HOLLOW PHASE 8 shall be single family residences and contain no less than the following schedule of area at first floor level, at perimeter of base, exclusive of porches, garages, bays, patios, breezeways, etc., that is to say: A.) Not less than one thousand, eight hundred (1,800) square feet in the case of a one story dwelling; B.) Not less than one thousand, two hundred (1,200) square feet in the case of a two story dwelling, or one and one-half story dwelling on the first floor level, and a total minimum of two thousand two hundred (2,200) square feet in the residence; and C.) split-level homes allowed only upon individual review and approval by the ARCHITECTURAL CONTROL COMMITTEE. Garage door(s), soffit, fascia, and cladding on windows may be man made materials subject to ARCHITECTURAL CONTROL COMMITTEE approval. All other exterior siding or facing must consist of brick, stone, or beveled cedar siding, cedar shingles are not allowed except in gable and with ARCHITECTURAL CONTROL COMMITTEE approval. Horizontally applied fiber cement siding or LP siding and trim with wood grain look, and Miratec textured treated exterior composite or "Real Trim" or equivalent for trim is also allowed. There is an exception to the above siding requirement. Aluminum, vinyl or steel siding may be used if 20% of the siding area on the front elevation (excluding doors and windows in the calculations) of home is brick stone or cultured stone. Other materials may also be approved on a case by case basis with the approval of the ARCHITECTURAL CONTROL COMMITTEE; it being anticipated that new materials will be available in the future. D.) Various houses constructed within SHADY HOLLOW PHASE 8 shall not be limited to a single architectural style. Building plans for each home shall be subject to review by the ARCHITECTURAL CONTROL COMMITTEE to confirm, in addition to any other items referred to in these restrictions, that each portion of the home will exhibit uniform architectural style and material at all elevations. The ARCHITECTURAL CONTROL COMMITTEE shall further review the plans for each home in SHADY HOLLOW PHASE 8 for uniformity and authenticity of architectural style. The ARCHITECTURAL CONTROL COMMITTEE shall have the authority to require modifications to plans for homes to be constructed in SHADY HOLLOW PHASE 8 to ensure compliance with the terms of this article as well as any other requirements of these restrictions.

6. **MAINTENANCE OF ROADWAY AND ADJOINING PROPERTY.** It shall be the responsibility of each Lot owner to repair any damage to and remove any debris from the roadway of said development caused by the owner's general contractor or subcontractors. Each Lot buyer must use only their Lot for construction purposes; any damage to adjoining Lots by construction trucks or equipment will be charged to Lot buyer. Contractors are not permitted to trespass on adjoining property.

7. **NUISANCE.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No noxious odors shall be permitted to escape from any home, Lot or building site and no activity which is, or may become a nuisance or which creates unusually loud sounds or noises shall be permitted on any home, Lot or building site. Trash, garbage or other wastes shall not be kept except in a sanitary container which shall be properly screened from public view

8. **BUILDING COMPLETION AND GRADING, LANDSCAPING: TEMPORARY STRUCTURES.**

A. **STRUCTURE COMPLETION.** No structure shall remain uncompleted for more than one year from the date of commencement of the building. Within three months of the date of completion or occupancy, whichever is earlier, the exterior of the building shall be sealed, stained, or painted.

B. **ROUGH GRADING.** Rough grading of the surface of any parcel of land in said SHADY HOLLOW PHASE 8, upon which any building shall be constructed, shall be completed before said building may be occupied, except that in the case of construction commenced after September 1st, rough grading must be completed within forty (40) days after ground has thawed or prior to occupancy, whichever is later, unless extended in writing by developer.

C. **FINE GRADING AND LANDSCAPING.** Within one year from date of completion or occupancy, whichever occurs first, of any building on a Lot within SHADY HOLLOW PHASE 8, the surface of such Lot shall be finally graded to meet master grade requirements, and the lawn area of such Lot (which shall include the area between the sidewalk and street curb) shall be seeded or sodded by the Lot owner all in accordance with the approved Landscape Plan, at his expense. Maintenance and water of trees between curb and sidewalk to be Lot owner's obligation. Tree removal and replanting, and or moving light pole, if necessary, for driveway installation, will be at Lot owner's expense.

D. **LANDSCAPE PLAN.** A Landscape Plan prepared by a qualified person or firm showing the proposed development of the entire Lot shall be submitted to the ARCHITECTURAL CONTROL COMMITTEE for written approval at the same time as the Building Plan. Written approval by the ARCHITECTURAL CONTROL COMMITTEE must be obtained before commencement of landscape improvements. Arrangements shall be made for adequate surface drainage so the runoff water does not cause a problem for adjoining Lots and provide for grass seeding or sodding in accordance with the approved Landscape Plan. Notwithstanding anything herein to the contrary, the Committee may grant variances, in writing, to professional builders who are building for sale and not under contract.

E. **LANDSCAPING AND GRADING REQUIREMENTS. Landscaping and Erosion Control:** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occuring between April 1st and August 1st OR by June 1st for completion between August 2nd and Marsch 30th. During the time between gaining occupancy (completion) and establishment of the finished lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting three (3) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: it is the responsibility of each Lot Owner to install grass on Village right-of-way areas within the same timetable as the on-Lot lawn. **No filling of stormwater facilities allowed:** As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot including rear and side yard swales, outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan with or without accompanying easements (some side and rear yard swales are not covered by private drainage easements, but are critical to the overall drainage plan for the subdivision) shall be filled or altered in any way without approval of all necessary governing parties including the Village of Grafton. No trees, shrubs or planting beds of any kind shall be planted within swales or stormwater detention areas. No accessory structures will be allowed within these areas either. **Improvements may require permits:** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the Village of Grafton and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.

F. **OUTBUILDINGS, OTHER STRUCTURES AND TEMPORARY STRUCTURES.** Outbuildings, whether of a temporary or permanent nature, shall be approved by the ARCHITECTURAL CONTROL COMMITTEE and shall be consistent with the design and materials of the principle structure. Statues and flag poles are specifically prohibited from being placed in this SHADY HOLLOW PHASE 8. No structure of a temporary character (including by way of description and not by way of limitation, trailer, basement, tent, shack, storage shed, garage, barn or other outbuilding) shall be placed on or used on any parcel within said SHADY HOLLOW PHASE 8 at any time without the plans, specifications and location therefor having been first submitted to and approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. In the event that the ARCHITECTURAL CONTROL COMMITTEE does not approve or disapprove the plans and specifications referred to in this paragraph in writing within thirty (30) days following receipt thereof, the said plans and specifications shall be deemed to have been disapproved by the ARCHITECTURAL CONTROL COMMITTEE.

G. **DETACHED STRUCTURES PERMITTED.** Sheds shall be no larger than one hundred fifty (150) square feet.

9. **OUTSIDE STORAGE**

A. **RECREATIONAL ITEMS.** Boats, snowmobiles, motorcycles, all-terrain vehicles, recreational vehicles, trailers or other items of personally must not be stored outside on the premises.

B. **COMMERCIAL VEHICLES.** The outside storage or parking of commercial vehicles is expressly prohibited and any such vehicle must be housed in a garage.

10. **RECREATIONAL VEHICLES**. The operation within SHADY HOLLOW PHASE 8, of all-terrain vehicles, snowmobiles, dirt bikes or other motorized recreational vehicles is expressly prohibited, except that such vehicles may be operated for the purpose of moving them onto trailers for purposes of transport.

11. **EASEMENTS**. No permanent building or structure shall occupy any of the area dedicated upon the plat for utility easements . Plantings within the utility easement are subject to removal upon determination of utility holding easement rights. All drainage easements may not be filled or elevation changed.

12. **ANTENNA, SATELLITE DISHES AND SOLAR COLLECTORS.** No external television antenna or similar aerial collectors shall be erected or installed in SHADY HOLLOW PHASE 8 without the prior approval of the ARCHITECTURAL CONTROL COMMITTEE. No satellite dishes larger than 36 inches in diameter will be allowed. Any larger satellite dish, any additional satellite dishes and the location of any satellite dishes shall require the approval of the ARCHITECTURAL CONTROL COMMITTEE.

13. **DRIVEWAYS**. The Owner shall install and pay for a concrete driveway approach with a minimum thickness of six (6) inches and a width of at least sixteen (16) feet at the sidewalk and a flare of three (3) feet at the curb within one (1) year of start of construction. The Owner shall install a hard surface driveway within one (I) year of the date of occupancy.

14. **MAINTENANCE**. Each owner of a parcel shall maintain at his own expense buildings, improvements and landscaping in good repair and a clean condition, including without limitation, the mowing of lawns, trimming of plants, re-painting and repair of structures, repairing of drive and

walk surfaces and such other measures so as to maintain a clean and orderly environment among the parcels subject to this declaration, and in accordance with the declared general purposes of the Declarations. There shall be no brush piles, trash or unnatural accumulations of debris stored, accumulated or located on the parcels herein before described. In the event a Lot owner fails to mow and maintain his property, the ARCHITECTURAL CONTROL COMMITTEE may cause such maintenance to be performed and charges therefore shall be a lien against the property in favor of the SHADY HOLLOW Homeowners Association or its assigns.

15. **ACTIVITY SALES.** No more than one (1) garage, rummage or similar sale shall be conducted on any Lot in any one (1) twelve (12) month period and the duration thereof shall not exceed three (3) days.

16. **FIREWOOD**

A. Firewood may be stacked along the rear of the home or garage. Homes on corner Lots shall shield the view of this wood from the street by way of landscaping or fence.

B. Firewood may not be stacked at a distance exceeding four feet from the home or garage.

C. The quantity of wood stacked or otherwise stored on the exterior of the premises may not exceed two (2) face cords. (A face cord is four (4) feet high, eight (8) feet long and two (2) feet wide).

17. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except two professional signs of not more than a total area of two (2) square feet each, or one sign of not more than a total area of six (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten (10) feet from any side or rear Lot lines.

18. **ANIMALS.** No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy any neighbors. Such household pets shall be contained on the premises of the owner thereof.

19. **SWIMMING POOLS.** Above ground swimming pools, other than portable wading pools of a depth not to exceed eighteen inches, shall not be allowed in SHADY HOLLOW PHASE 8.

20. **UNDERGROUND WIRING**. Any telephone, electrical or other utility wiring installed in, on or about subject premises, shall be installed underground only.

21. **YARD MAINTENANCE.** In the event a Lot owner fails to mow and maintain his property, the Architectural Control Committee may cause such maintenance to be performed and charges therefore shall be a lien against the property in favor of the Architectural Control Committee or its assigns .

22. **ROOFING MATERIALS AND ROOF PITCH.** All roofs installed on a principle structure or garage shall consist of wood, tile or three dimensional asphalt or fiberglass shingles. Dimensional shingles must be approved by the ARCHITECTURAL CONTROL COMMITTEE. Minimum roof pitch for the main portion of the home and garage shall be 8 foot virticle to 12 foot horizontial. A lesser pitch may be allowed on the rear of a home by the ARCHITECTURAL CONTROL COMMITTEE on a case by case basis. A steel roof may be allowed on a case by case basis.

23. **LOT MAINTENANCE PRIOR TO CONSTRUCTION.** Lot owners shall be responsible to maintain their property in a reasonably neat appearance prior to the commencement of construction. If the ARCHITECTURAL CONTROL COMMITTEE determines, in its sole discretion, that such maintenance is not being performed the Committee may cause such maintenance to be performed and the Lot owner shall be liable for the cost of such maintenance.

24. **FENCES AND OUTBUILDINGS.** Fences and outbuildings shall require prior approval of the ARCHITECTURAL CONTROL COMMITTEE. The design, location, construction materials and size and height of fences and outbuildings shall be considered and the ARCHITECTURAL CONTROL COMMITTEE may grant or withhold their approval of the same in their sole desecration.

25. **HOMEOWNER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

A. **ESTABLISHMENT OF ASSOCIATION.** The Developer shall cause the SHADY HOLLOW HOMEOWNER'S ASSOCIATION, INC. to be established as a Wisconsin non-profit corporation with the Wisconsin Department of Financial Institutions

B. **MEMBERSHIP.** Every Lot owner of all lots in Phase 8, as well as all Lot owners in Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and in each subsequent phase of the subdivision shall be entitled and required to be a member of the Association. It is anticipated that the subdivision will expand through the recording of plats for several additional phases and all owners of Lots within Shady Hollow Subdivision shall be deemed to be members of this homeowners association and shall be entitled to all the rights and privileges and subject to all of the obligations associated with such membership. If title to a Lot is held by more than one person, each of the persons shall be members; however, each Lot shall be entitled to one vote only. An owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of this Lot. No person or entity other than an owner or the Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a lien on a Lot.

C. **DEVELOPER CONTROL.** Until thirty days after all Lots have been conveyed to purchasers in Phase 8 and any subsequent phases of the Subdivision (the Developer's period of control), the Developer or persons authorized by it may appoint and remove the members of the board of directors and the officers of the Association and exercise the powers and responsibilities otherwise assigned by this Declaration of Restrictions to the Association and its officers.

D. **ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.** The HOA or, until formation of the HOA, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Declaration and any Rules or Regulations adopted by the HOA, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the HOA fails to take such action within sixty (60) days following a written request by such Lot Owner for the HOA to do so. Any Lot Owner, violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the HOA or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the HOA or the ACC, nor any member, director or

officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the HOA or the ACC to take any action requested by a Lot Owner. Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the HOA or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the HOA or ACC. Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

E. **MEMBERSHIP ELECTION OF BOARD.** There shall be no formal meetings of the Association until such time as the Declarant's control of the Association, Board of Directors of the Association and the Architectural Control Committee has been terminated in accordance with these Deed Restrictions and the bylaws of the Association, except as otherwise determined by the Declarant or if requested by the owners of one fourth or more of the votes entitled to be cast by the membership of the Association. Thereafter, not later than forty-five (45) days after expiration of any period of control by the Developer, the members of the Association shall meet and Lot owners shall elect all members of the board of directors of the Association. Said board of directors shall also constitute the ARCHITECTURAL CONTROL COMMITTEE.

F. **VOTING BY MEMBERS.** The members of the Association shall be all Lot owners including the Developer and they shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote.

G. **NOTICES OF AND QUORUMS FOR MEETINGS .** Written notice of meetings of the members of the Association shall be mailed to members at their homes not less than 10 days, but not more than 30 days prior to meetings of the membership. A quorum shall be a majority of the membership; provided, however, in the event such majority is not in attendance at such meeting at the time stated in the notice of the meeting for the meeting to commence, the meeting may be adjourned for up to one hour. If at that time a majority of the membership is not in attendance, the members in attendance shall be deemed to constitute a quorum and all actions taken at such meeting shall be effective and binding upon the Association and all members of the Association, provided that all other procedures comply with the organizational documents of the Association and any applicable law.

H. **COVENANT FOR ASSESSMENTS.** The Developer, for each Lot owned by it, hereby covenants, and each owner of any Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association such sums as may be properly assessed for the purposes provided in this Declaration of Restrictions if required to fulfill its obligations under this Declaration of Restrictions.

The assessments levied by the Association shall be used exclusively to pay for the maintenance of the Association maintained entryway areas to the subdivision, entry signs, light fixtures and power for light fixtures used to illuminate entry signs and any planting islands in public rights of way within the subdivision.

The board of directors of the Association shall fix the annual assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part,

any deficit, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.Written notice of any meeting called for the purpose of taking any action as authorized under the above paragraph shall be sent to all members and any mortgagee who shall request such notice in writing not less than 10 days nor more than 30 days in advance of the meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

The annual assessments provided for herein shall commence as follows:

1. As to each Lot owned by the Developer, on the first day of the month following the issuance of a building permit for such Lot; and

2. As to a Lot conveyed to an owner, upon closing of the purchase.

The first annual assessment for a Lot shall be payable at closing of the initial purchase of a Lot from the Developer. The board of directors shall fix the amount of the annual assessment against each unit at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

All sums assessed to any Lot pursuant to this paragraph together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association.To evidence a lien for sums assessed pursuant to this paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin, within two years after the assessment becomes due. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner as mortgages on real property are foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

A release of lien shall be executed by the Association and recorded in Ozaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amounts secured by the lien created by this paragraph, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Any assessment not paid within 15 days after the due date shall bear interest from the due date at such rate as may from time to time be fixed by the Association but in no event at a rate greater

than permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

A Lot owner shall have no right to vote at any meeting of the Association during all the time that an assessment against his Lot is unpaid for more than 15 days.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any unit shall not affect the assessment lien. The sale of a unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments upon confirmation of the foreclosure sale and final distribution of all of the proceeds of the sale. As to payments which became due prior to the date of such sale, such unpaid assessments shall be deemed to be common expenses collectible from all of the Lot owners other than the foreclosure sale purchaser, his successor and assigns. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

I. **RELATION TO BYLAWS.** The provisions of this paragraph may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

26. **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the owners set forth in this Declaration of Restrictions, shall be responsible for the maintenance of the subdivision signs and lights at the initial entrance of the subdivision and any additional entry points which may be established for the subdivision, together with the adjacent landscaping, any landscaping islands in public rights of way within the subdivision and such other matters pertaining to any improvements within the subdivision as the board of directors shall determine. The Association may obtain and pay for the services of any person or entity to carry out the maintenance responsibilities described herein.

27. **ARCHITECTURAL CONTROL COMMITTEE**

A. **MEMBERSHIP.** So long as the Developer shall own any of the Lots in the area commonly known as SHADY HOLLOW and including all phases of said subdivision, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by the Developer at such time as the Developer no longer owns any of said land, the Architectural Control Committee shall consist of three (3) Lot owners elected by the membership with the owner (s) of each Lot getting one vote per Lot. Members of the committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the office of the Register of Deeds for Ozaukee County.

B. **PROCEDURES AND JURISDICTION ON MATTERS COMING BEFORE THE ARCHITECTURAL CONTROL COMMITTEE.** The vote of the majority of the members of the ARCHITECTURAL CONTROL COMMITTEE shall be the controlling vote and shall be construed to be the vote of the entire committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after two (2) identical sets of plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by paragraph 5 hereof only; all other provisions of these restrictions to have full force

and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said development. The ARCHITECTURAL CONTROL COMMITTEE shall have exclusive jurisdiction to determine whether the area requirements of a one-story building or a two-story building apply to a particular proposed structure and shall likewise have the power, in its exclusive judgment and discretion to reduce the foregoing minimum requirements as to area, at finish grade elevation by not more than fifteen percent (15%) of the area hereinbefore specified. Any such action by such committee shall be final and conclusive.

28. **SPECIAL BUILDING LIMITS FOR ALL LOTS.** The minimum front setback of any dwelling or structure shall be thirty (30) feet. The minimum side yard setback shall be ten (10) feet on one side and six (6) feet on the other. The dwelling structure shall have a minimum rear yard setback of twenty-five (25) feet. All setbacks must be verified with the Village for compliance with Village ordinances. Corner cul-de-sac lots shall face the cul-de-sac, unless the ARCHITECTURAL CONTROL COMMITTEE grants a variance. No warranty is given for soil conditions.

29. **FILLING RESTRICTIONS.** All Lot owners are required to cause the grading on their Lot to comply with the master site grading plan which is on file with the Village of Grafton. There shall be no filling within preserved woodlands or on steep slopes.

30. **CONSTRUCTION DEPOSIT.** At the time of closing on a lot, a construction deposit in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) ("Construction Deposit") shall be collected from the Buyer and held in an escrow account by Seller. This Construction Deposit is required to assure compliance with the terms and conditions of the Deed Restrictions, particularly those which deal with contractor cleanup, lawn damage, damage to street curbs, gutters or sidewalks, and that the lot owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the Owner is unable to obtain compliance of its contractors rendering cleanup, installation, repair or replacement necessary by the Seller, such costs will be deducted from the Construction Deposit. In the event no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Owner upon completion and first occupancy of the residence or after all landscaping, including retaining walls, is completed, whichever is later, within thirty (30) days of Owner's written request.

31. **INVALIDATION.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

32. **DURATION AND ENFORCEMENT.**

A. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date this Declaration of Restrictions shall be recorded, after which time this Declaration of Restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of a majority of Lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same.

B. The following persons shall have authority to maintain an action for enforcement of these restrictions and covenants:

1. The Developer, so long as the Developer shall own any Lots or parcels within the subject subdivision or immediately adjacent thereto;

2. The ARCHITECTURAL CONTROL COMMITTEE;

3. Any owner of a Lot or parcel in the subject subdivision affected by an alleged violation of these restrictions and covenants.

C. No action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within one (1) year after the completion of the building complained of, one (1) year after the commencement of regulated or prohibited activity, or one (1) year after the allotted time limit to complete the improvement. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no way affect any of the provisions herein contained which shall remain in full force and effect. Any person determined to have violated these restrictions and covenants shall be liable for all costs of enforcement, including reasonable, actual attorney fees to the person or persons incurring same.

33. **LOCAL ORDINANCES**. All Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village of Grafton, U.S. Army Corps of Engineers, Ozaukee County and the State of Wisconsin applicable thereto. In the event of any conflict between these restrictions and any statutes, ordinances or municipal regulations, compliance with the more restrictive provisions shall be required.

34. **AMENDMENT**. Any of foregoing restrictions' protections, covenants, charges or provisions may be annulled, waived, changed modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the Lots and with the consent of the Developer as long as the Developer shall own any of the land in said development.

IN WITNESS WHEREOF, the undersigned has executed this agreement this 2 day of January, 2026

MEADOWBROOKE ACQUISITION, LLC

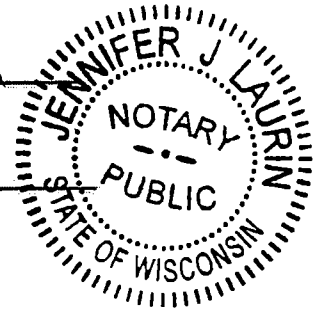
BY: Robert Tillmann

Robert Tillmann , Managing member for
MEADOWBROOKE ACQUISITION, LLC

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 2 day of January, 2026, the above named Robert Tillmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jennifer J. Laurin
Jennifer J. Laurin
Notary public State of Wisconsin
My commission: 10/22/2028

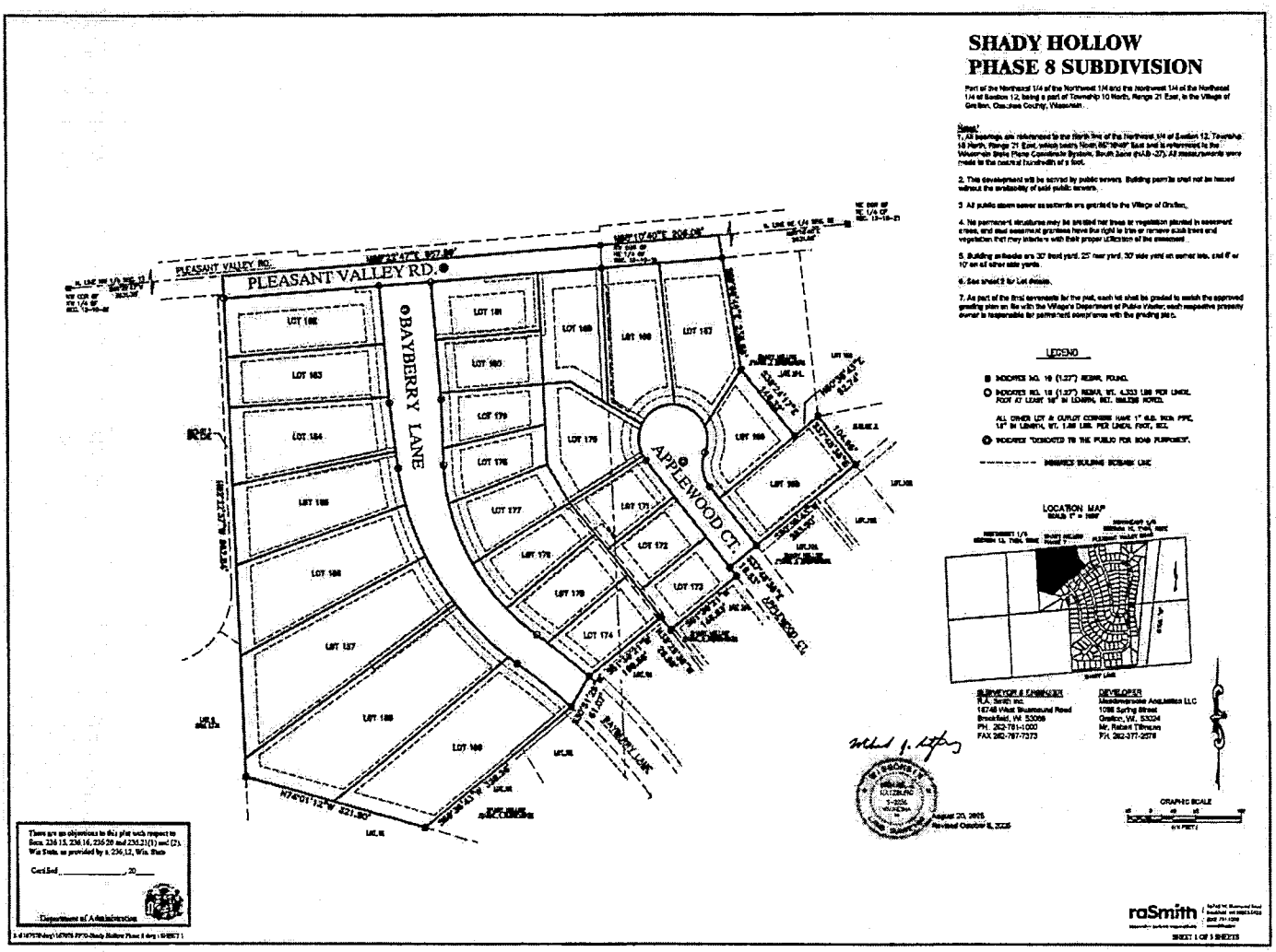


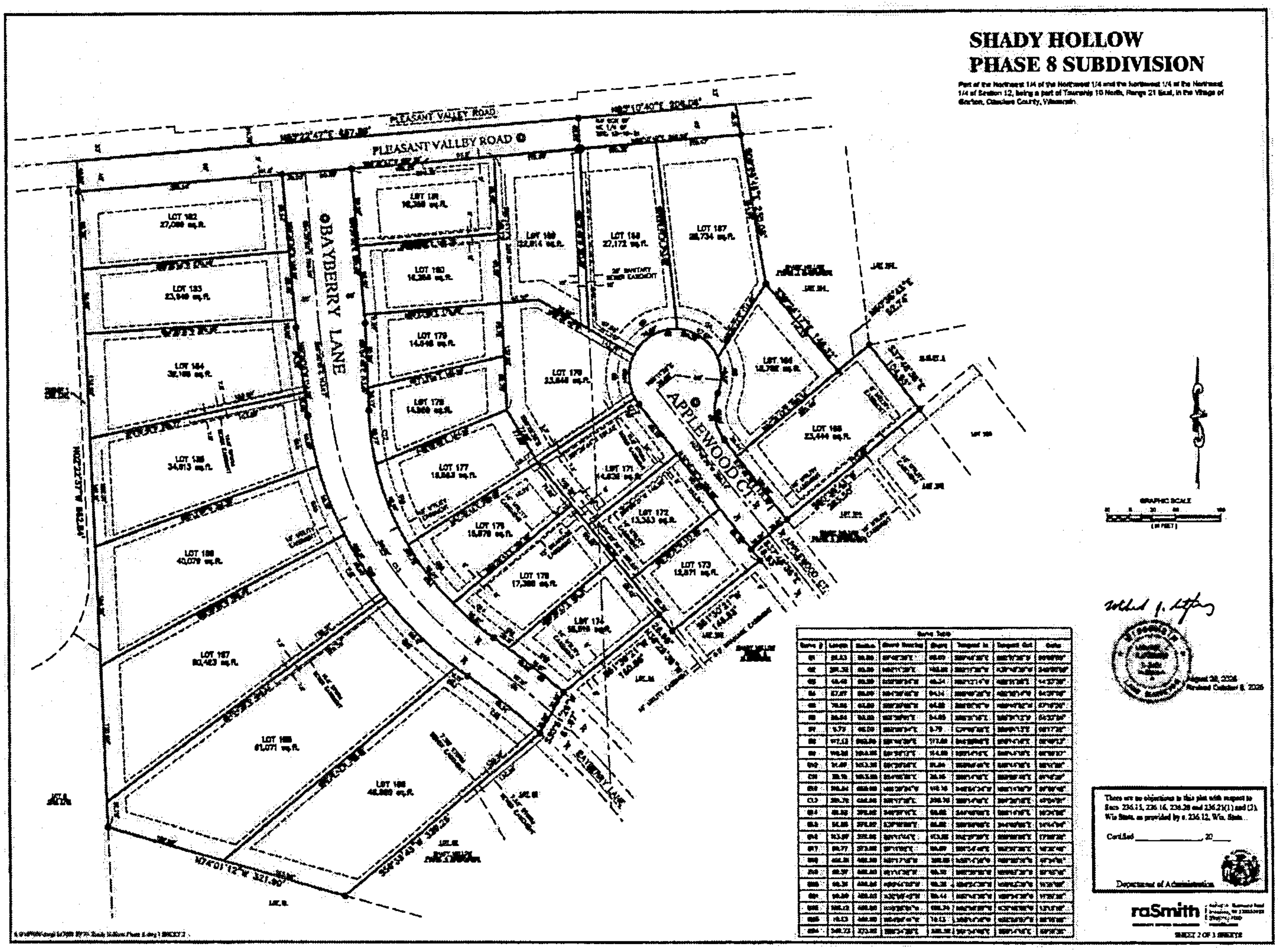
This instrument was drafted by
Attorney Mark A. Langholz
Levy & Levy S.C.
N61 W6058 Columbia Rd
Cedarburg, WI 53012
(262) 377-5555

Exhibit A

That part of the SW1/4 of the NE1/4, the NW1/4 of the NE1/4, the NE1/4 of the NE1/4, the SE1/4 of the NE1/4 and the NE1/4 of the NW1/4, all in section 12, Town 10 North, Range 21 East, Town of Grafton, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the center of said section 12; thence N02°24'17"W along the west line of said NE1/4, 1330.55 feet; thence S85°25'55"W, 658.29 feet; thence N02°23'12"W, 1329.93 feet to a point on the north line of said NW1/4; thence N85°22'08"E along said north line, 657.89 feet to the north 1/4 corner of said section 12; thence N85°11'15"E along the north line of said NE1/4, 840.66 feet; thence S04°48'45"E, 221.28 feet; thence N85°11'15"E and parallel to said north line, 350.00 feet; thence N04°48'45"W, 221.28 feet to a point on said north line; thence N85°11'15"E along said north line, 591.92 feet to a point on the west line of the Wisconsin Central Railroad right-of-way; thence S05°20'20"W along said west line, 2708.66 feet to a point on the south line of said NE1/4; thence S85°29'16"W along said south line, 1417.00 feet to the place of beginning.


SHADY HOLLOW
PHASE 8 SUBDIVISION
Part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 12, being a part of Township 10 North, Range 21 East, in the Village of Grafton, Ozaukee County, Wisconsin.
Notes:
1. All bearings are referenced to the North line of the Northwest 1/4 of Section 12, Township 10 North, Range 21 East, which bears North 88°18'48" East and is referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27). All measurements were made to the nearest hundredth of a foot.
2. This development will be served by public sewers. Building permits shall not be issued without the availability of said public sewers.
3. All public storm sewer easements are granted to the Village of Grafton.
4. No permanent structures may be erected nor trees or vegetation planted in easement areas, and said easement grantees have the right to trim or remove such trees and vegetation that may interfere with their proper utilization of the easement.
5. Building setbacks are 30' front yard, 25' rear yard, 30' side yard on corner lots, and 8' or 10' on all other side yards.
6. See sheet 2 for Lot details.
7. As part of the first conveyance for the plat, each lot shall be graded to match the approved grading plan on file with the Village's Department of Public Works; each respective property owner is responsible for permanent compliance with the grading plan.
LEGEND
MONUMENT NO. 16 (1.27") REBAR, FOUND.
MONUMENT NO. 15 (1.27") REBAR, WT. 4.303 LBS PER LINEAL FOOT AT LEAST 18" IN LENGTH, WAS SET.
ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.
MONUMENT "DEDICATED TO THE PUBLIC FOR ROAD PURPOSES".
MINIMUM BUILDING SETBACK LINE
PLEASANT VALLEY RD.
BAYBERRY LANE
APPLEWOOD CT.
LOT 166
LOT 167
LOT 168
LOT 169
LOT 170
LOT 171
LOT 172
LOT 173
LOT 174
LOT 175
LOT 176
LOT 177
LOT 178
LOT 179
LOT 180
LOT 181
LOT 182
LOT 183
LOT 184
LOT 185
LOT 186
LOT 187
LOT 188
LOT 189
LOCATION MAP
SURVEYOR & ENGINEER
R.A. Smith Inc.
16745 West Bluemound Road
Brookfield, WI. 53005
PH. 262-781-1000
FAX 262-787-7373
DEVELOPER
Mediterranean Associates LLC
1086 Spring Street
Grafton, WI. 53024
Mr. Robert D'Amore
PH. 262-377-2578
August 20, 2015
Revised October 8, 2015
GRAPHIC SCALE
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2) Wis Stats. as provided by s. 236.12, Wis. Stats
Dated _____, 20____
Department of Administration
raSmith
SHEET 1 OF 3 SHEETS


SHADY HOLLOW
PHASE 8 SUBDIVISION
PLEASANT VALLEY ROAD
BAYBERRY LANE
APPLEWOOD CT.
LOT 177
LOT 171
LOT 172
LOT 173
LOT 167
N74°01'12"W 321.80'
GRAPHIC SCALE
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _______________, 20____
Department of Administration
raSmith

SHADY HOLLOW PHASE 8 SUBDIVISION

Part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 12, being a part of Township 10 North, Range 21 East, in the Village of Grafton, Ozaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

State of Wisconsin)
:SS
Waukesha County)

I, Michael J. Rosburg, Professional Land Surveyor, certify:

That I have surveyed, divided and mapped all that part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 12, being a part of Township 10 North, Range 21 East, in the Village of Grafton, Ozaukee County, Wisconsin, bounded and described as follows:

BEGINNING at the Northwest corner of the Northeast 1/4 of said Section 12; thence North 89° 13' 40" East along the North line of said 1/4 Section a distance of 208.08 feet to the Northwest corner of Shady Hollow Subdivision Phase 7; thence South 09° 59' 49" East along the West line of said Shady Hollow Subdivision Phase 7 a distance of 209.88 feet to a point; thence South 39° 24' 17" East along said West line 146.82 feet to a point; thence North 89° 36' 43" East along said West line 92.74 feet to a point; thence South 37° 49' 28" East along said West line 104.99 feet to a point on the Northerly line of Shady Hollow Subdivision Phase 6; thence South 59° 39' 48" West along said Northerly line 263.98 feet to a point; thence South 29° 46' 36" East along said Northerly line 19.59 feet to a point; thence South 61° 32' 21" West along said Northerly line 146.88 feet to a point on the Easterly line of Shady Hollow Subdivision Phase 4; thence North 53° 29' 39" West 29.86 feet along said Easterly line to the Northeast corner of said Shady Hollow Subdivision Phase 4; thence South 84° 39' 20" West along the North line of said Shady Hollow Subdivision Phase 4 a distance of 186.88 feet to a point; thence South 29° 51' 39" West along said North line 91.97 feet to a point; thence South 30° 36' 48" West along said North line 849.39 feet to a point; thence North 74° 51' 12" West along said North line 324.86 feet to a point in the East line of Certified Survey Map No. 1731; thence North 89° 38' 37" West along said East line 382.84 feet to a point in the North line of the Northeast 1/4 of said Section 12; thence North 89° 22' 47" East along said North line 667.90 feet to the point of beginning.

Said land contains 753,336 square feet or 17.2942 acres.

That I have made such survey, land division and plat by the direction of Meadowbrooke Acquisitions LLC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of chapter 236 of the Wisconsin statutes and the subdivision regulations of the Village of Grafton in surveying, dividing and mapping the same.

Date: August 28, 2025
Revised October 6, 2025

Michael J. Rosburg
Professional Land Surveyor
Registration No. 2238

UTILITY EASEMENT RESTRICTIONS

All electric distribution lines and all telephone lines (wire lines which are individually served shall be underground, except that associated equipment and facilities which are appropriately installed underground, such as, but not limited to, substation, pad-mount transformers, switches, and above-grade pedestal mounted terminal blocks, may be located above ground level. Such facilities shall be located within easements here in specified, and grade is not to such easements. Installation of underground lines shall not be altered more than six inches by the subdivider, the electric utility agent, or by a subsequent owner of the lots in which such easements are located, except with the written consent of the utility or utilities involved.

There are no objections to this plat with respect to Secs. 236.12, 236.15, 236.20 and 236.21(1) and (2), Wis Stats, as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

CORPORATE OWNER'S CERTIFICATE

Meadowbrooke Acquisitions LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company has caused the land described on this Plat to be surveyed, divided, dedicated and mapped as represented on this Plat.

Meadowbrooke Acquisitions LLC does further certify that this map is required by § 236.10 or § 236.12 to be submitted to the following for approval or objection:

Village of Grafton
Wisconsin Department of Administration

IN Witness Whereof, Meadowbrooke Acquisitions LLC, has caused these presents to be signed by it's

Managing Member on this _____ day of _____, 2026.

By: _____
Robert Tillmann

State of Wisconsin)
:SS
_____ County)

Personally came before me this _____ day of _____, 2026.

Robert Tillmann, of Meadowbrooke Acquisitions LLC, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officers as the deed of Meadowbrooke Acquisitions LLC, by their authority.

_____
Notary Public, State of Wisconsin

My commission expires _____

COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
:SS
Ozaukee County)

I, Sandra Thelen, being the duly elected, qualified and acting treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales or unpaid special assessments as of _____, 2026, affecting the lands included in the Plat of Shady Hollow Phase 8 Subdivision.

Date: _____
_____
Sandra Thelen, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

State of Wisconsin)
:SS
Ozaukee County)

I, _____, being the duly elected, qualified and acting treasurer of the Village of Grafton, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as

_____, 2026, on any of the land included in the Plat of Shady Hollow Phase 8 Subdivision.

Date: _____
_____
Village Treasurer

VILLAGE BOARD RESOLUTION

Resolved that the plat known as Shady Hollow Phase 8 Subdivision, in the Village of Grafton, Ozaukee County, Wisconsin, which has been filed for approval, be and hereby is approved as required by chapter 236 of the Wisconsin State Statutes.

Date: _____
_____
Village President, Daniel Dussé

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Grafton.

Date: _____
_____
Village Clerk, Kelly Green

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Meadowbrooke Acquisition LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee, WISCONSIN BELL, INC, doing business as AT&T Wisconsin, a Wisconsin corporation,Grantee, and Spectrum Mid-America, LLC, Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes, on the areas in new or easy hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights hereby given, and the right to enter upon the subdivided property for all such purposes. The Grantors agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or trees/vines and stone. TV facilities or to any trees, brush or roots which may be removed or may have pursuant to the rights hereby granted. Buildings shall not be placed over Grantees' facilities or in, along or over the property within the lines labeled "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivision property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

raSmith