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 6, recorded in the office of the Ozaukee County Register of Deeds on August 9, 2024 at 8:22 AM as Document No. 1161655 being a subdivision located in that Part of the Northwest 1/4 and Northeast 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 6 is more particularly described on Exhibit B attached hereto and incorporated by reference herein.

1161854
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
08/16/2024 09:42 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 23
EXEMPT #:
ELECTRONICALLY RECORDED

Pages
A-23

NAME AND RETURN ADDRESS

Robert Tillmann
1055 Spring Street
Grafton, WI 53024

NOW THEREFORE, the Developer hereby declares that the real estate described above as SHADY HOLLOW PHASE 6 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 6, 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 6.
   (h) "Parcel" shall mean each individual parcel as described on the Plat of SHADY HOLLOW PHASE 6 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 City, 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 6 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 6 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 6.

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 6 and all subsequent phases of the subdivision.

5. **BUILDING SIZE AND TYPE.** Dwellings erected in said SHADY HOLLOW PHASE 6 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 6 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 6 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 6 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 6, 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 6, 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. **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 6. 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 6 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.

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 6, 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 6 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 6.

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.

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 6, as well as all Lot owners in Phase 1, Phase 2, Phase 3, Phase 4, Phase 5 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 6 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. **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.

E. **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.

F. **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 .

G. **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.

H. **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 boundaries of building envelope for all Lots in SHADY HOLLOW PHASE 6 are shown on the final plat. These boundaries define the outer limits that are permitted for construction of a house. In the event the developer determines such limits are appropriate for subsequent phases of the subdivision and denotes such limits on the plats for those phases, such limits shall be similarly binding upon the owners of those Lots.

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. **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.

32. **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.

33. **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 16th day of August, 2024.

MEADOWBROOKE ACQUISITION, LLC

BY: _____

Robert Tillmann , Managing member for
MEADOWBROOKE ACQUISITION, LLC

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 16th day of August, 2024, the above named Robert Tillmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Heather M. Keller
Heather M. Keller
Notary public State of Wisconsin
My commission: 11/14/2027

This instrument was drafted by
Attorney Mark A. Langholz
Levy & Levy S.C.
P. O. Box 127
Cedarburg, WI 53012-0127
(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.

Exhibit B



Register of Deeds
Land Information Office & Property Description
121 W Main Street
Port Washington WI 53074
Ronald A Voigt
Register of Deeds

1161655
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
08/09/2024 08:22 AM
REC FEE: 50.00
TRANS FEE:
PAGES: 1
EXEMPT #:

Subdivision X **Condominium** _____ **Transportation Plat** _____

Subd/Condo Name Shady Hollow Phase 1a Subdivision

Condominium # _____

Cabinet C **Sleeve** 515AB - 516A

Grantor Meadowbrooke Acquisitions LLC

Grantee Shady Hollow Phase 1a Subdivision.

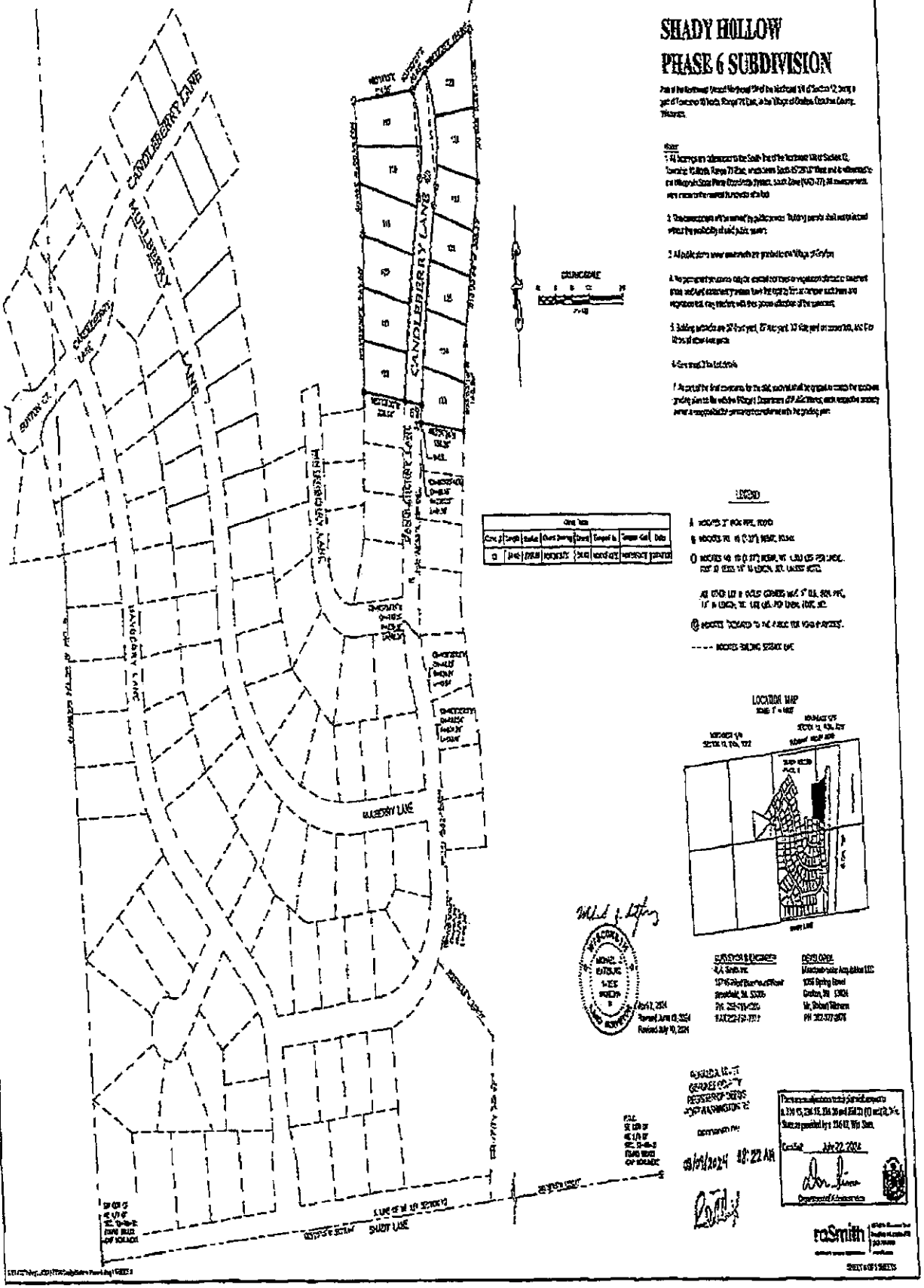
Section 12 **Town** 10 **Range** 21

Key # Prefix 10-268

Assigned new Key #'s:

1161655

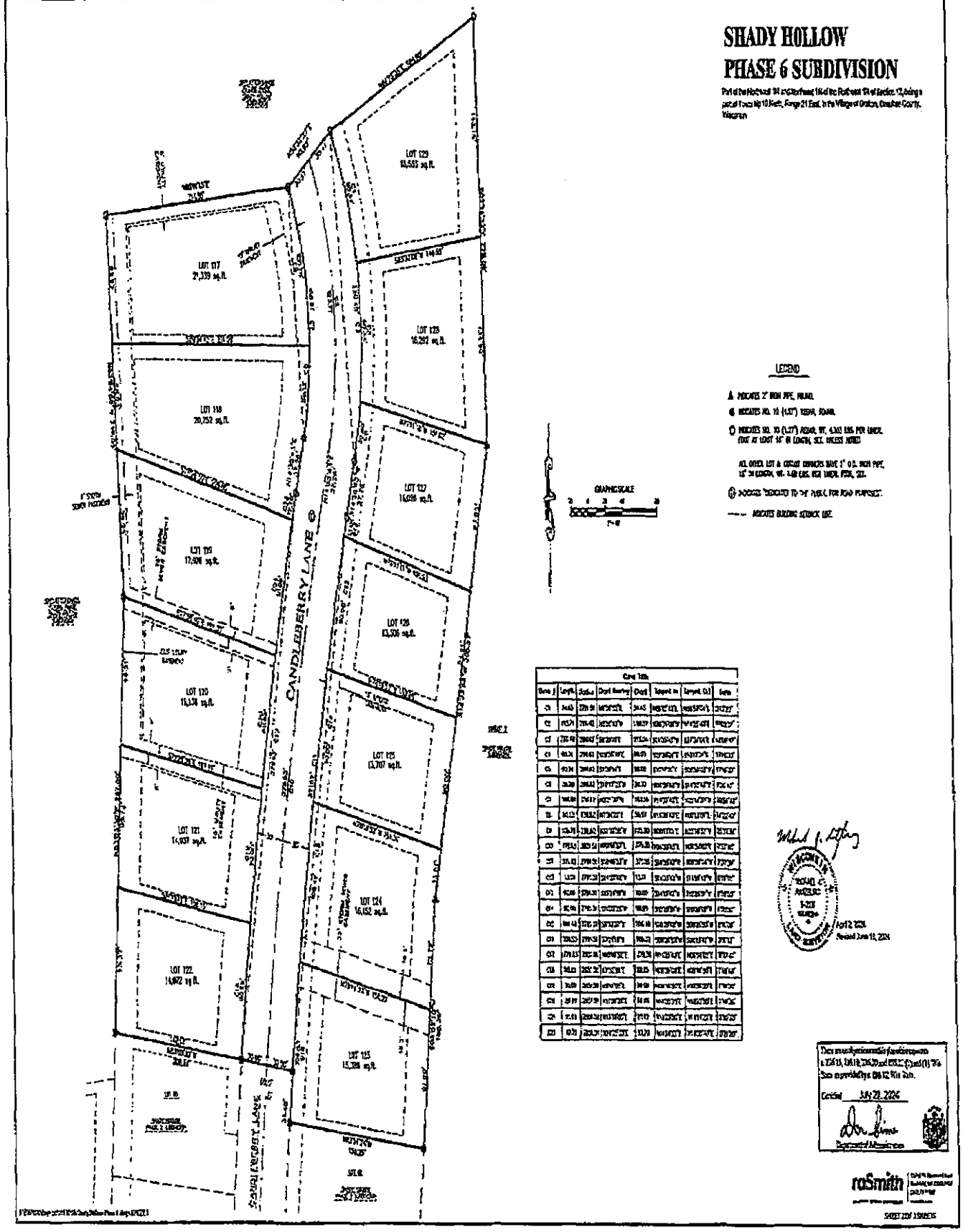
SHADY HOLLOW
PHASE 6 SUBDIVISION



1161655

SHADY HOLLOW
PHASE 6 SUBDIVISION

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



LEGEND

- ▲ INDICATES 1" IRON PIPE, FOUND.
- ● INDICATES NO. 10 (1.27") REBAR, FOUND.
- ○ INDICATES NO. 10 (1.27") REBAR, WT, 4.303 LBS PER LINEAR FOOT AT LEAST 18" IN LENGTH, SET, UNLESS NOTED

ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAR FOOT, SET.

- Ⓓ INDICATES "DEDICATED TO THE PUBLIC FOR ROAD PURPOSES".
- —— INDICATES BUILDING SETBACK LINE.

Curve Table							
Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C1	34.43'	220.00'	N87°04'57"E	34.40'	N82°32'03"E	N91°37'00"E	8°58'01"
C2	157.24'	220.00'	N71°08'41"E	153.97'	N51°09'21"E	N91°37'00"E	40°57'19"
C3	230.48'	280.00'	S67°58'29"E	224.24'	S91°37'00"E	S44°21'29"E	47°09'58"
C4	48.24'	280.00'	S39°46'14"E	48.18'	S44°21'29"E	S34°24'31"E	9°52'15"
C5	48.24'	280.00'	S29°58'45"E	48.18'	S34°24'31"E	S24°27'33"E	9°52'15"
C6	48.24'	280.00'	S20°11'16"E	48.18'	S24°27'33"E	S14°30'34"E	9°52'15"
C7	48.24'	280.00'	S10°23'47"E	48.18'	S14°30'34"E	S4°33'36"E	9°52'15"
C8	48.24'	280.00'	S0°36'18"E	48.18'	S4°33'36"E	S5°21'42"W	9°52'15"
C9	48.12'	280.00'	S9°13'42"W	48.06'	S5°21'42"W	S14°30'34"W	9°50'56"
C10	48.24'	280.00'	S19°02'11"W	48.18'	S14°30'34"W	S24°27'33"W	9°52'15"
C11	48.24'	280.00'	S28°49'40"W	48.18'	S24°27'33"W	S34°24'31"W	9°52'15"
C12	48.24'	280.00'	S38°37'09"W	48.18'	S34°24'31"W	S44°21'29"W	9°52'15"
C13	230.48'	280.00'	S67°58'29"W	224.24'	S44°21'29"W	S91°37'00"W	47°09'58"
C14	157.24'	220.00'	N71°08'41"W	153.97'	N91°37'00"W	N51°09'21"W	40°57'19"
C15	34.43'	220.00'	N87°04'57"W	34.40'	N91°37'00"W	N82°32'03"W	8°58'01"
C16	34.43'	220.00'	N82°32'03"E	34.40'	N87°33'04"E	N91°37'00"E	8°58'01"
C17	157.24'	220.00'	N51°09'21"E	153.97'	N31°10'42"E	N91°37'00"E	40°57'19"
C18	230.48'	280.00'	S44°21'29"E	224.24'	S68°24'30"E	S24°27'33"E	47°09'58"
C19	48.24'	280.00'	S34°24'31"E	48.18'	S39°21'02"E	S29°28'04"E	9°52'15"
C20	48.24'	280.00'	S24°27'33"E	48.18'	S29°28'04"E	S19°31'06"E	9°52'15"
C21	48.24'	280.00'	S14°30'34"E	48.18'	S19°31'06"E	S9°34'07"E	9°52'15"
C22	48.24'	280.00'	S4°33'36"E	48.18'	S9°34'07"E	S0°36'18"E	9°52'15"
C23	48.24'	280.00'	S5°21'42"W	48.18'	S0°36'18"E	S10°23'47"W	9°52'15"
C24	48.24'	280.00'	S14°30'34"W	48.18'	S10°23'47"W	S19°02'11"W	9°52'15"
C25	48.24'	280.00'	S24°27'33"W	48.18'	S19°02'11"W	S28°49'40"W	9°52'15"
C26	48.24'	280.00'	S34°24'31"W	48.18'	S28°49'40"W	S38°37'09"W	9°52'15"
C27	230.48'	280.00'	S67°58'29"W	224.24'	S38°37'09"W	S67°58'29"W	47°09'58"
C28	157.24'	220.00'	N71°08'41"W	153.97'	N67°58'29"W	N51°09'21"W	40°57'19"
C29	34.43'	220.00'	N87°04'57"W	34.40'	N91°37'00"W	N82°32'03"W	8°58'01"

Surveyed June 15, 2006

Revised July 28, 2006

Certified July 28, 2006

Department of Administration

raSmith

SHEET 2 OF 3 SHEETS

1161655

SHADY HOLLOW
PHASE 6 SUBDIVISION

Part of the Northeast 1/4 and 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. Ratzburg, Professional Land Surveyor, certify:

That I have surveyed, divided and mapped all that part of the Southwest 1/4 and 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:

COMMENCING at the Southeast corner of said 1/4 Section; thence South 89° 29' 15" West along the South line of said 1/4 Section a distance of 1,320.17 feet to a point in the extension of the East line of Shady Hollow, Phase 1 Subdivision; thence North 01° 30' 11" East along said East line 300.13 feet to the Southeast corner of Outlot 2 in said Subdivision; thence North 67°31'23" West along the South line of said Outlot 237.71 feet to a point on the East line of Candlelong Lane; thence Northeasterly 158.26 feet along said East line and an arc of a curve whose center lies to the Northwest, whose radius is 295.14 feet and whose chord bears North 1° 10' 02" East 156.24 feet to a point; thence North 42° 24' 17" West along said East line 197.45 feet to a point; thence Northwesterly 153.41 feet along said East line and an arc of a curve whose center lies to the Southwest, whose radius is 634.24 feet and whose chord bears North 18° 20' 05" West 153.04 feet to a point; thence Northwesterly 48.64 feet along said East line and an arc of a curve whose center lies to the Southwest, whose radius is 634.24 feet and whose chord bears North 30° 20' 53" West 48.63 feet to a point; thence Northeasterly 148.34 feet along said East line and an arc of a curve whose center lies to the East, whose radius is 8,238.90 feet and whose chord bears North 01° 54' 12" West 147.16 feet to a point; thence North 36° 35' 43" East along said East line 259.40 feet to the Northwest corner of Lot 66 in Shady Hollow Phase 3 Subdivision and the point of beginning of lands to be described;

thence Northeasterly 34.40 feet along the Northerly line of said Subdivision and an arc of a curve, whose center lies to the Southeast, whose radius is 2291.51 feet and whose chord bears North 05° 38' 33" East 34.40 feet to a point; thence North 83° 03' 39" West along said Northerly line 220.14 feet to the Northeast corner of Lot 65; thence North 01° 05' 30" East 297.88 feet to a point; thence North 03° 54' 58" West 200.05 feet to a point; thence North 85° 11' 15" East 214.58 feet to a point, thence North 53° 32' 27" East 40.22 feet to a point; thence North 85° 15' 35" East 164.90 feet to a point on the west line of Outlot 2 in Shady Hollow Phase 1 Subdivision; thence South 02° 14' 32" East along said West line 228.09 feet to a point, thence South 12° 32' 56" West along said West line 205.27 feet to a point; thence South 08° 52' 17" West along said West line 165.28 feet to a point; thence North 81° 59' 24" West along the north line of Lot 68 Shady Hollow Phase 3, 159.28 feet to the point of beginning

Said land contains 340,815 square feet or 7.8224 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: April 3, 2024
Revised June 18, 2024

Michael J. Ratzburg
Professional Land Surveyor
Registration No. 2226

UTILITY EASEMENT DESCRIPTION

All electric, Southwest Fiber and telecommunications shall be underground except that transformers, pedestal mounted terminal boxes, meter cabinets, concealed wiring boards, and other appurtenances essential to the underground electric and communication systems, such as, but not limited to, installations, pad-mount transformers, switches, and above-ground enclosures for electric service, may be located above ground. Such facilities shall be located within easements or public streets dedicated for general use or delineated on the plat, and the installation of underground lines shall not be started until the grades are established. The subdividers agent, or the subsequent owners of the lots in which such easements are located, shall comply with the written request of the utility or utilities involved.

These surveyed documents are digitally signed.
S. 236.15, 236.34, 236.20 and 236.21 (2) and (3), Wis. Stats. and Sec. 59.60 (5) (d), Wis. Stats.
Certified: July 22, 2024
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 S.236.10 or S.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 its

Managing Member on this 8 day of August 2024

By: Robert Tallmon
Robert Tallmon

State of Wisconsin)
:SS
Ozaukee County)

Personally came before me this 8th day of August 2024.

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

Notary Public, State of Wisconsin
My commission expires 01/27/2026

COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
:SS
Ozaukee County)

I, Sarah Trotter, 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 and no unpaid special assessments as of August 7, 2024, affecting the lands included in the Plat of Shady Hollow Phase 6 Subdivision

Date: 8/8/2024
Sarah Trotter, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

State of Wisconsin)
:SS
Ozaukee County)

I, Lisa Heller, 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

August 6, 2024, on any of the land included in the Plat of Shady Hollow Phase 6 Subdivision

Date: 8/8/24
Village Treasurer

VILLAGE BOARD RESOLUTION

Resolved that the plat known as Shady Hollow Phase 6 Subdivision, in the Village of Grafton, Ozaukee County, Wisconsin, which has been duly approved, be and hereby is approved as required by chapter 236 of the Wisconsin State Statutes.

Date: August 2024
Village President, Daniel Saboe

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

Date: 08/06/2024
Village Clerk, Kelly Olsen

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Meadowbrooke Acquisitions 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 overhead and underground electric and gas distribution and electric energy, natural gas, telephone and cable TV facilities (through pedestals as the same are or may be installed) for such purposes as the Grantee may determine 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 connection upon, across within and between the Utility Easement Areas and streets as may be reasonably required from time to time for the purposes given, and the right to enter upon the platted lands for all such purposes. The Grantee agrees to restore or cause to be restored, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents, any vegetation, however, shall not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, bushes or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the Utility Easement Areas without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantee.

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

raSmith

SHEET 1 OF 3 SHEETS

BY-LAWS OF
SHADY HOLLOW HOMEOWNERS ASSOCIATION INC.

ARTICLE I. GENERAL

These By-Laws shall be known as the "By-Laws of Shady Hollow Homeowners Association Inc".

ARTICLE II. MEMBERS

2.1 Annual Meetings. The annual meeting of the members shall be held on the _____ day of the month of _____ in each year, beginning with the year 20__, at the hour of _____ o'clock A./P.M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

2.2 Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors, at the request of the members of not less than one-tenth of the voting shares of the corporation entitled to vote at the meeting.

2.3 Place of Meeting. Meetings of the corporation shall be held at a convenient place such as may be designated by the Board of Directors.

2.4 Notice of Meeting. It shall be the duty of the Secretary to mail or serve personally a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at least 10, but not more than 30, days prior to said meeting. The mailing of the notice herein shall be considered sufficient. However, it shall be the duty of all members to keep the Secretary, at all times, advised of their current mailing addresses, and the Secretary shall not be responsible for failure of the members to keep him so advised.

2.5 Members, Voting, Proxies, Quorum, Lack of Quorum. Every owner of a lot in Shady Hollow Subdivision shall be a member of the corporation. The voting power of each member shall be on the basis on one vote per lot. However, so long as Meadowbrooke Acquisition, LLC is the owner of any of said lots, it shall be the only member entitled to vote and each member of the Association shall execute a proxy assigning his member vote to Meadowbrooke Acquisition, LLC. After Meadowbrooke Acquisition, LLC no longer owns any of the lots, a majority of the lot owners shall constitute a quorum except that proxy votes shall not be counted in determining whether or not a quorum is present; 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. Votes may be cast in person or by proxy.

Proxies must be filed with the Secretary at least four days before the appointed time of each meeting. If any meeting of owners cannot be organized because of lack of quorum, the lot owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

2.6 Notwithstanding the foregoing, 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 the Deed Restrictions of the subdivision and these bylaws, 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.

ARTICLE III. BOARD OF DIRECTORS

3.1 Number and Qualifications of Directors. The Board of Directors shall manage the affairs of the corporation. Such Board of Directors shall consist of 3 directors. During such time as Meadowbrooke Acquisition, LLC owns any of the lots in the subdivision, it shall elect the Board of Directors which may include persons other than owners of lots entitling the owners to membership in the Association. After Meadowbrooke Acquisition, LLC no longer owns any lot in the Association, the directors shall be owners of lots entitling the owner to membership in the Association.

3.2 Powers of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of this corporation and may do all such acts and things as are necessary.

3.3 Responsibilities of Directors. In addition to such other duties imposed by the Articles of Incorporation and by these By-Laws or by resolutions of the corporation, the Board of Directors shall be responsible for the following:

a. The management, maintenance, improvement and repair of the lands and facilities described in the Articles of Incorporation and the Declaration of Restrictions for the Subdivision, for the use and enjoyment of the members of the corporation, their family and guests;

b. The promulgation and enforcement of rules and regulations relative to such lands and facilities; and

c. The fixing and levying of assessments as necessary for the aforesaid purposes.

3.4 Term of Directors. Each Director shall hold office until the next annual meeting of the members and until his successor shall have been elected, until his death or until he shall resign or shall have been removed in the manner hereinafter provided: a director may be removed from office by affirmative vote of the majority of the voting shares,

taken at a special meeting of the members called for that purpose. A Director may resign at any time by filing his written resignation with the Secretary of the corporation. Directors need not be residents of the State of Wisconsin.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the corporation. Any Director, other than the initial directors identified in the Articles of Incorporation, who ceases to be an owner of a lot shall automatically cease to be a Director.

3.6 Regular Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. However, it shall be sufficient notice to each Director if he shall have been notified at the last previous meeting of the next meeting.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President on three days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

3.8 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted may be transacted without further notice provided, however, that a quorum is present at such an adjourned meeting.

ARTICLE IV. OFFICERS

4.1 Principal Officers. The principal officers of the corporation shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board

of Directors. The offices of Secretary and Treasurer may, at the option of the Board of Directors, be combined as one office. The Directors may appoint such assistants and such other officers as in their judgment may be necessary.

4.2 Election and Removal. The officers of the corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Upon an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose upon proper notice given.

4.3 President. The President shall be the chief executive officer of the corporation, and he shall preside at all meetings of the corporation and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President of the corporation, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and minutes of all meetings of the corporation, and he shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

4.5 Treasurer. The Treasurer shall have responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the corporation. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all assessments made by the corporation.

4.6 Operating and Reserve Funds. Within one week after their election, the Board of Directors shall establish an operating and reserve fund. The fund shall be deposited in a bank checking account and excess funds may be transferred therefrom to a bank or savings and loan savings account as the Board of Directors in their discretion may from time to time determine. In addition to the uses for these funds authorized by the Articles of Incorporation and these By-Laws, the Board of Directors may use from such funds any amount necessary to discharge any mechanics liens or other encumbrances levied against the lands and facilities hereinabove referred to.

4.7 Assessments. The Board of Directors shall be responsible for the levy and collection of the assessments as designated under Article V. following. At each annual meeting of the corporation, the Directors shall supply to all of the members an accounting of the expenses paid during the preceding fiscal year along with the tabulation of amounts collected pursuant to the estimates provided and showing any shortage or overage of

actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses shall be credited to each member in the proportion provided in the Articles of Incorporation for the next fiscal year. Any net shortage shall be added to the assessment for the next fiscal year. The corporation and the Directors hereof shall keep full and correct books of account and the same shall be open for inspection by any member or representative of any member duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by a member.

ARTICLE V. OBLIGATIONS OF MEMBERS

5.1 All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. Such annual assessment shall be on a pro rata basis with each lot having one share. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessment shall be paid annually to the Association, on or before the first day of April in each year, and if not paid on or before such date, the charges or assessment shall bear interest at the rate of twelve percent (12%) per annum from April 1 of such year until paid in full.

5.2 A special assessment may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the lands and facilities hereinabove referred to, provided, however, that such special assessment shall require approval by two-thirds (2/3) of the votes in the Association.

5.3 All lots shall also be subject to a special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Declaration of Restrictions concerning said lot and for caring for vacant, unimproved or unkept lots and removing weeds, grass or any other unsightly or undesirable objects therefrom.

5.4 The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments which are unpaid on April 1 of the year in which due shall from that time on become and remain a lien upon the lot until paid, with all action and proceedings for the collection of the charges, assessments and special assessments and the enforcement of liens therefor.

5.5 Architectural Control Committee. In order to maintain harmony and to promote the aesthetics of the area for the protection of the owners of said lots against

residences which are not compatible with the area, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by the Developer, its successors or assigns, so long as the Developer owns any lots in said development. Said Committee shall have the right to refuse to approve any of such building plans and specifications and/or landscape plans and specifications; shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built; the site upon which it is proposed to erect the same; the harmony thereof with the surroundings; and the effect of the building or other structure so planned, and the appearance from the adjacent or neighboring property. Any such action by the Committee shall be final and conclusive as to persons then or thereafter owning lots in said development; however, such action or decisions shall not be binding upon the Village of Grafton.

At such time as the Developer no longer owns any of said lots in said development, the Architectural Control Committee shall consist of the Board of Directors of the Association. 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. Members of the Committee shall serve for the term of their position on the Board of Directors or until their successors have been duly elected. 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 30 days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by Article 5.5 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 Committee shall have the right to waive minor infractions or deviations of the provisions of this document in cases of hardship.

ARTICLE VI. FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE VII. AMENDMENTS

At any meeting called for such purpose, these By-Laws may be amended by an affirmative vote of at least two-thirds (2/3) of all the voting members of the corporation.

ARTICLE VIII. ADDITIONAL POWERS

In addition to the powers and duties and limitations enumerated herein, the corporation and the Board of Directors shall have such powers and duties and limitations as may be conferred and required by the Articles of Incorporation.