1973
Original Articles,
Bylaws, Deed
Restrictions

VOL 313 PAGE 362

SUBDIVISION DEVELOPMENT AGREEMENT

RANGE LINE HILLS SUBDIVISION

Articles of Agreement made and entered into this 17th day of July, 1972, by and between Edward A. Purtell Co., Inc., hereinafter called the Subdivider as party of the first part, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, party of the second part, hereinafter called the City.

WITNESSETH:

WHEREAS, Edward A. Purtell Co., Inc. desire to subdivide, improve and develop certain lands located in the City of Mequon of Section 36, Township Nine (9) North, Range Twenty-_____, East, as described on attached Exhibit A, and for that purpose require the installation of certain public improvements hereinafter described in Exhibit B, and

WHEREAS, Edward A. Purtell Co., Inc. have submitted to the Common Council for approval a final plat of the said lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and

WHEREAS, Section 236.13 (2) provides that as a condition of approval, the governing body of a municipality may require that the subdivider make and install, or have made and have installed, any public improvements reasonably necessary, and

WHEREAS, the Public Works schedule and budget of the City does not now include the said improvements for the said subdivision, and normally there would be a considerable delay in the installation of said improvements unless the instant agreement were entered into, and

WHEREAS, the City believes that the orderly, planned development of the said lands will best promote the health, safety and general welfare of the community.

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be improved shall consist of that area designated as Range Line Hills in the final plat submitted to the Common Council for approval.

2. The improvements aforementioned shall be as described on Exhibit B.

3. The subdivider will, at his expense, have plans and specifications prepared for the aforesaid improvements and such plans and specifications shall be submitted to the City Engineer for his approval.

4. Edward A. Purtell Co., Inc. will contract for and have performed, at his expense, all of the improvements as described on Exhibit B, except as indicated in Paragraph 5. The City, as a condition of approval, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of these improvements be filed with the City.

5. The asphalt paving indicated as Item 5 on Exhibit B is not to be done until such time as home construction in the area has progressed to a point where the pavement will not be damaged by reason of such construction. The City Engineer shall determine the suitable time for this asphalt paving. The paving shall be done by the City under contract with its own contractor. The subdivider shall, as part of his financial arrangements covering the construction of the improvements, include the estimated cost of the asphalt pavement as indicated on Exhibit C attached hereto. All costs incurred by the City in the application of this asphalt pavement will be billed back to the subdivider in accordance with the terms of the financial arrangements as indicated in Exhibit D.

6. The subdivider will pay for all costs incurred by the City in the review of the engineering plans, inspection of the construction of the improvements, installation of street signs, and any other costs that may be incurred by the City in the installation of the improvements for this subdivision. The subdivider will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, material, engineering, inspection and overhead costs incidental to said work.

7. As assurance of compliance with Section 4, Edward A. Purtell Co. Inc. will guarantee that the improvements listed in Exhibit B will be installed and payment made therefor. Such guarantee shall be in accordance with the terms indicated in Exhibit D.

8. As a condition of final approval of the plat, Edward A. Purtell Co. Inc will make arrangements satisfactory to the City Clerk for the payment in full of all special assessments outstanding against the property described in Exhibit A. As of July 17, 1972, the following special assessments are outstanding against this property:

None

9. As a condition of final approval of the plat, the requirements of Section 3.08 of the Mequon Code of Ordinances pertaining to the required dedication of land for park, recreation and general open space needs generated by the development of the subdivision, or alternate methods in lieu of dedication, will be complied with in the following manner:

Outlots as shown in Plat.

10. The following special provisions shall apply:

(a) The laterals mentioned in Exhibit B are to be installed before street surfacing mentioned in Exhibit B is commenced.

(b) Wisconsin Natural Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit B is commenced. Also, any other underground work by any other utilities is also to be completed similarly.

(c) Easements are to be provided in the subdivision plat for the use of the Wisconsin Electric Power Company and the Wisconsin Telephone Company for the provision of services.

(d) No building permits shall be granted for the construction of any buildings in the subdivision until the provisions indicated in Exhibit D have been complied with; no occupancy permits shall be issued for any residences in the subdivision until all of the improvements have been installed, made ready to service the property, approved by the City, and roadways providing access to the subject lot or lots have been constructed, or are in the course of construction and are suitable for vehicular traffic.

(e) The title to all improvements and the land on which they stand, unless located within a dedicated public easement, shall be given in fee simple by Edward A. Purtell Co., Inc. to the City of Mequon, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary.

(f) The improvements enumerated in Exhibit B shall be installed in strict accordance with the requirements of the City of Mequon, and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or his representative.

(g) The subdivider agrees that he shall be fully responsible for all improvement facilities and appurtenances thereto during the period of the improvement construction and home construction and that such damages as may occur to these facilities during this period shall be replaced or repaired by the subdivider.

(h) Those special provisions indicated on Exhibit E.

11. The subdivider shall not be released or discharged of its obligations assumed under this contract until final inspection and approval of all improvements above enumerated has been granted by the City Engineer in writing.

12. The subdivider hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on the behalf of the subdivider.

13. Execution of this agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13 (2) of the Wisconsin Statutes.

14. This agreement shall be binding upon the heirs, successors, executors and assigns of the parties hereto.

FOR THE COMMON COUNCIL

Thomas P. Leisle
Thomas P. Leisle
Mayor

Walter M. Andersen
Walter M. Andersen
Clerk

OWNERS

Edward A. Purtell

_____

_____

The undersigned respective wives of Owners hereby join in this Subdivision Agreement to evidence their agreement and consent thereto, insofar as said Agreement affects any dower interest which they may have in the property to which such Agreement relates.

Edward A. Purtell Co., Inc.

By: _____ Pres.

_____

EXHIBIT A

SUBDIVISION DEVELOPMENT AGREEMENT

Subdivision Title -

DESCRIPTION OF AREA INCORPORATED IN THE SAID SUBDIVISION: That part of the East 120 acres of the North East 1/4 of Section 36, Township 9 North, Range 21 East, in the Town of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South along the East line of said 1/4 Section 440.0 feet to a point; thence S. 89° 42' 55" West, on a line parallel to the north line of said 1/4 Section 468.33 feet to the point of beginning of the land to be described; thence continuing S. 89° 42' 55" West on a line parallel to the North line of said 1/4 Section 1490.0 feet to a point in the West line of the East 1/2 of the West 1/2 of said 1/4 Section; thence S. 0° 34' 23" West along the West line of the East 1/2 of the West 1/2 of said 1/4 Section 1438.93 feet to a point; thence N. 89° 57' 36" East on a line 1180.0 feet to a point; thence North on a line parallel to the East line of said 1/4 Section 433.60 feet to a point in a curved line; thence Easterly along a curved line (whose center lies to the South, having a radius of 1955.30 feet, with a long chord of 91.63 feet, bearing N. 81° 36' 19" East) a distance of 91.64 feet to a point; thence Northwesterly along a curved line (whose center lies to the North, having a radius of 195.00 feet, with a long chord of 329.52 feet, bearing N. 39° 23' 22" West) a distance of 392.50 feet to a point of reverse curve; thence Northeasterly along a curved line (whose center lies to the West, having a radius of 2292.0 feet, with a long chord of 284.46 feet, bearing N. 14° 42' 55" East) a distance of 284.65 feet to a point; thence East on a line at right angles to the East line of said 1/4 Section 370.56 feet to a point; thence North on a line parallel to the East line of said 1/4 Section 468.87 feet to the point of beginning, containing 41.22 acres of land, more or less.

And, that part of the East 120 acres of the Northeast ¼ of Section 36-9-21 East, in the Town of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the East line of and 1426.00 feet South of the Northeast corner of the said ¼ Section, thence West on a line at right angles to the East line of said ¼ Section 412.70 feet to a point, thence South on a line parallel to the East line of said ¼ Section 461.50 feet to a point, thence North 89° 57' 36" East on a line 412.70 feet to a point in the East line of said ¼ Section, thence North along the East line of said ¼ Section 461.21 feet to the place of beginning, containing 4.371 acres of land, reserving from the above parcel of land the East 50 feet and the North 30 feet for highway purposes.

And also: That part of the East 120 acres of the NE¼ of Section 36-9-21 East, in the Town of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at a point 412.70 feet West of (Measured at right angles to) a point in the East line of said ¼ Section, which is 1426.00 feet South of the NE corner thereof; thence West on a line at right angles to the East line of said ¼ Section, 49.30 feet to a point of curve; thence Westerly on a curved line, with a radius of 1955 feet, and whose center is to the South (Long Chord 331.90 feet bears S. 85° 07' 50"W) a distance of 332.30 feet to a point; thence South on a line parallel to the East line of said ¼ Section, 433.07 feet to a point; thence N. 89° 57' 36" E on a line 380.00 feet to a point; thence North on a line parallel to the East line of said ¼ Section, 461.50 feet to the place of beginning, containing 3,956 acres of land. Reserving from the above parcel of land, the North 30 feet for highway purposes.

EXHIBIT A

EDWARD A. PURTELL COMPANY, INC. PROPERTY

The proposed development, to be called "Range Line Hills" is located on 50.2± acres in NE 1/4 Section 36 T9N R22E in the City of Mequon. The site has varied topography including two intermittent streams extending from Range Line Road westerly and from Donges Bay Road southwesterly to a low area on the southwest corner of the site. The property abuts the easterly edge of the Lac du Cours planned unit development.

The basic concept of the proposed development is to cluster 25 single family "country estate" home sites along a meandering road, preserving the stream areas and peripheral land as a natural park-like setting for the home sites, and creating several small ponds as features. The lots would be approximately 27,000 square feet in average area and are oriented to take maximum advantage of the preserved open space. As shown by the following statistical data, the number of lots is within the allowable density as provided by Section 4.09(7)(d)3b, and the environmental objective of achieving substantial preserved open space would be effectively achieved.

Allowable Density	.5 d/u per acre or 25 lots	
Number of Lots in Project	25	
Average Lot Size	27,007 square feet	
Area Covered by Lots	15.5 ± acres	30%
Areas Preserved in Open Space	30.7 ± acres	70%
Total Project Area	50.2± acres	

While it is intended to keep the open space in a basically "natural" state, there would be additional landscaping added as well as grading and other site improvement, including appropriate walks, the small ponds, and an entrance gateway. Provision is made for possible future extension of the road north to Donges Bay Road, but a landscaped "court" is provided for termination on the site.

A property owner's association will be established which will hold title to the common open space and carry out the maintenance and other operational responsibilities. Membership will be mandatory for all owner's of property within the development and their responsibility and liability for appropriate assessment for such purpose will be included in their deeds.

A copy of the Articles of Incorporation of the Property Owners Association is attached as Exhibit D, and a copy of the By-Laws of the Property Owners Association is attached as Exhibit E and a copy of the Deed Restrictions as Exhibit F.

To insure the permanent status of the common open space, an "open space easement" will be conveyed to the City of Mequon permanently restricting the use of such space for recreational and esthetic purposes. A copy of this easement is attached as Exhibit G.

EXHIBIT D

ARTICLES OF INCORPORATION
OF
RANGE LINE HILLS HOMES ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned resident of the State of Wisconsin, being over the age of twenty-one (21) years, acting as incorporator for the purposes of forming a corporation under Chapter 181 of the Statutes of the State of Wisconsin, do adopt the following Articles of Incorporation for said corporation.

ARTICLE I

The name of the corporation shall be Range Line Hills Homes Association, Inc.

ARTICLE II

The existence of the corporation shall be perpetual.

ARTICLE III

The purposes of the corporation shall be to provide a framework for individual property owner participation in the areas of communal interest within River Bend Subdivision to provide such supplemental services to those provided by the municipality as may be deemed desirable by the members, to own and provide for the maintenance, operation and improvement of a community well and cistern and of those common areas and facilities provided within the development for the recreational and esthetic benefit of the members, and to maintain and operate a community well and cistern in which areas are designed as outlots on the plat of Range Line Hills Subdivision to fix and levy assessments for such purposes, and to enforce any and all covenants restrictions and agreements applicable to the participatory properties. This corporation shall also have such powers as are provided for by Chapter 181 of the Wisconsin Statutes, and which are not in conflict with the purposes as herein stated. The corporation shall have no power, however, to sell, or transfer for other consideration, real property which it has acquired.

ARTICLE IV

This corporation shall be without capital stock and no dividends shall be paid and no part of its net earnings or the net income of the corporation or any of its assets in liquidation or otherwise shall be distributed to, or inured to the benefit of its members.

ARTICLE V

Every owner of a single family lot in Range Line Hills subdivision shall be a member of the corporation. Each member shall be subject to a general annual charge or assessment for the purpose of deferring the cost of maintaining, operation and improving the landscaping well and cistern and appurtenances and related facilities installed in the common areas, or for such other services as the corporation has been authorized to provide to its members. Such annual assessment shall be a pro-rata share of 1/25 (for every 1/25 single family lot owned), of the costs incurred by the corporation for such purposes.

Said costs shall include, but not be limited to, payment of taxes, insurance, repair replacement and additions to the improvements made upon said outlots and the cost of labor, equipment, materials, management and supervision thereof. The voting power of each member shall be on the basis of one (1) vote per lot.

ARTICLE VI

The Board of Directors shall manage the affairs of the corporation. Such Board of Directors shall consist of three (3) members who must be owners of lots in the subdivision. The manner of selection, qualifications and terms of the office of directors shall be as provided in the By-laws.

ARTICLE VII

The name and address of the initial registered agent of the corporation is:

Edward A. Purtell Co., Inc.
2510 E. Capitol Drive
Milwaukee, Wisconsin

ARTICLE VIII

The name and address of the incorporator is:

Edward A. Purtell Co., Inc.

ARTICLE IX

These Articles of Incorporation may be amended in any respect lawful under the Wisconsin Non-Stock Law provided that the amendment does not change substantially the original purposes of the corporation. Such amendment shall be adopted upon receiving the affirmative vote of at least a majority of all the members of the corporation.

ARTICLE X

The provisions set forth in the OPEN SPACE EASEMENT and the provisions set forth in the DECLARATION OF RESTRICTION AND COVENANTS FOR RANGE LINE HILLS which are recorded in the office of the Register of Deeds, Ozaukee County, Wisconsin, as Document No. _____ are incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of December 19 72.

Edward A. Purtell
Incorporator

EXHIBIT D

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 11th day of December, 1972, the above named Edward A. Purtell, Jr. known to me to be the person who executed the foregoing instrument and acknowledged the same.

Luicella Gerg
Notary Public, ~~Ozaukee~~ Milwaukee County, Wisconsin
My Commission ~~is Permanent~~ expires 9/7/75

EXHIBIT E

BY-LAWS
OF
RANGE LINE HILLS HOMES ASSOCIATION, INC.

ARTICLE I. GENERAL

These By-Laws shall be known as the "By-Laws of Range Line Hills Homes Association, Inc."

ARTICLE II. MEMBERS

2.1 Annual Meeting. The annual meeting of the members shall be held on the first in the month of November in each year, beginning with the year 1973, at the hour of 1:00 o'clock 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 five, but not more than ten, 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 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 shall be a member of the corporation. The voting power of each member shall be on the basis of one vote per lot. 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. 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 a 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.

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 three (3) directors who must be owners of lots in the subdivision.

3.2 Powers of Directors. 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 not by law or by the Articles of Incorporation or by the By-laws prohibited.

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 ownership, management, maintenance and improvement of the common well cistern and the common lands and facilities described in the Articles of Incorporation, for the use and enjoyment of the members of the corporation, their family and quests;

b. the promulgation and enforcement of rules and regulations relative to such common 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 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 a majority of the Directors, but at least two such meetings 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 ensuing meeting.

3.7 Special Meetings and Notice. Special meeting 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 or 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 the 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 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 a 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 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 other 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 community lands and common facilities of the project.

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 a 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 as 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 assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of six per cent per annum from February 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 common areas, well and cistern, provided, however, that such special assessment shall require approval by two-thirds of the votes in the Association.

5.3 All lots shall also be subject to 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 Conditions, Covenants, Restrictions and Easements concerning said lot and for caring for vacant, unimproved or unkempt 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 February 1 of the year in which due shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the sole right to bring any and 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. For so long as Edward A. Purtell Co., Inc. shall own five or more lots in the subdivision known as Range Line Hills Homes Association, Inc., the duties and functions of the Architectural Control Committee shall be lodged in and exercised solely by the Edward A. Purtell Co., Inc. At such time as Edward A. Purtell Co., Inc. no longer owns twenty lots in the said subdivision, the Architectural Control Committee shall consist of three lot owners in the said subdivision appointed by the Range Line Hills Homes Association, Inc. The vote of the majority of the members of the Architectural Control Committee shall be controling. Members of the committee shall serve for three years or until their successors have been duly appointed. The committee approval or disapproval as required shall be in writing. In the event the committee fails to approve or disapprove within thirty days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained. Action by the said committee shall be final and conclusive as to persons then or thereafter owning lots in the said subdivision.

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 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 other powers and duties and limitations as may be conferred and required by the Articles of Incorporation.

EXHIBIT F

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR RANGE LINE HILLS

Recorded _____, 19 ,
at _____M., Vol. _____of
Deeds, at page ____, as Document No.____
in the office of the Register of Deeds for
Ozaukee County, Wisconsin.

THIS DECLARATION, made this _____day of _____197__, by _____hereinafter called "the developer",

WITNESSETH:

WHEREAS, the developer is the owner of the real property described in Article I of this Declaration, and desires to subject it to the conditions, restrictions, covenants, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW THEREFORE the developer hereby declares that the real property hereinafter described 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.

Definition of Terms: 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 block, adoption, or marriage. Association shall mean Range Line Hills Homes Association, Inc.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration: (See attached legal description)

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that Range Line Hills Subdivision will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development

of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures.

2.2 Land Use and Building Type. No lot shall be used except for single family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises. The minimum living area of a single family residence shall be as follows:

a. One story home no less than 1600 square feet total.

b. One and one-half story home no less than 1100 square feet on the first floor and 1700 square feet total.

c. Two story home no less than 1000 square feet on the first floor and no less than a total of 1800 square feet.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot in the platted blocks involved until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee. The Committee shall have the power to waive its right to review plans for nonresidential structures for a period of time or particular area. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

2.4 Landscape Architectural Control. A landscape plan prepared by a qualified person or firm showing the proposed development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval within one year after the home is physically occupied. Provision for adequate surface drainage and no less than one-fifth of the proposed plan material by volume shown on the approved landscape plan shall be installed within six months after the landscape plan has been approved by said Committee.

2.5 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.6 Ground Fill on Building Site. Where fill is necessary on the building site to obtain the proper topography and finished ground elevation it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the building site and deposited where directed by the developer.

2.7 Open Space Easement. The plat of Range Line Hills identifies certain lands as "outlots", which are subject to a perpetual easement for the benefit of the City of Mequon and the residents of Range Line Hills. (In general the use of the outlots is restricted to the esthetic, recreational and cultural enjoyment of residents of Range Line Hills or certain uses not inconsistent therewith). The easement is recorded as Document No. _____ pages _____, of Volume _____ of Deeds, in the register of Deeds office for Ozaukee County, Wisconsin.

2.8 Limitations of the Use of the Private Ponds. Each owner of a lot in Range Line Hills shall have the right to enjoy the use of the private ponds for appropriate esthetic and recreational purposes including fishing and boating. No motorboats will be allowed on the ponds. The use of the ponds shall be subject to such other rules and regulations as the Association may determine from time to time and in accordance with its Articles of Incorporation and By-laws.

2.9 Nuisances. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site.

2.10 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five 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 ten feet back from the lot line.

2.11 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

2.12 Animals and Poultry. No animals, livestock, 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 neighbors.

2.13 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

2.14 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.

2.15 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges, or mass planting shall be submitted to the Architectural Control Committee and be approved before they may be constructed.

ARTICLE III

Home Owners Association Inc.

3.1 Each member shall be entitled to one vote for so long as Edward A. Purtell Co., Inc. shall own five or more lots in said subdivision. Each member of the Association shall execute an irrevocable proxy assigning his membership vote to Edward A. Purtell Co., Inc. to be valid for so long as Edward A. Purtell Co., Inc. shall own five or more lots in the said subdivision.

3.2 Membership of all property owners in the Association Inc. is mandatory.

3.3 The Association shall operate according to its duly established Articles of Incorporation and By-laws which shall be on file with the City of Mequon, and each property owner shall be subject to the rules and regulations, assessments or other actions taken by the Association with regard to the matters under its proper jurisdiction.

3.4 The affairs of the Range Line Hills Homes Association shall be managed by a board of three directors elected by the membership.

3.5 Those areas designated on the plat as outlots for court and open space and well and cistern purposes shall be conveyed by the Developer to the ownership of the Range Line Hills Homes Association, and shall in perpetuity be reserved for the common benefit and enjoyment of the members of the Association, as landscaped open space, and are subject to certain open space easements which are recorded in the office of the register of Deeds, Ozaukee County, Wisconsin as Document No._____.

3.6 Said areas shall be maintained in a manner at least equal to that which would be provided by the City for a public park.

3.7 Each property owner shall have full rights of use of such common areas subject to the rules and regulations as established for their appropriate protection and control.

3.8 It is understood that the community well and cistern located on an outlot in said subdivision shall be maintained, operated and administered by the Range Line Hills Ownership Association and shall furnish water for the residents in the said subdivision, which water shall be billed and paid for based upon usage.

ARTICLE IV

Architectural Control Committee

4.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-laws of the Association.

4.2 Procedure. The committee's approval or disapproval as required in these covenants shall be put in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

Charges, Assessments, and Special Assessments

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 assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of six per cent per annum from February 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 outlot, provided, however, that such special assessment shall require approval by two-thirds of the votes in the Association.

5.3 All lots shall also be subject to 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 Conditions, Covenants, Restrictions and Easements concerning said lot and for caring for vacant, unimproved or unkempt 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 purchases by them. All charges, assessments and special assessments which are unpaid on February 1 of the year in which due shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the sole right to bring any and all action and proceedings for the collection of the charges, assessments, and special assessments and the enforcement of liens therefor.

ARTICLE VI

6.1 Term. This declaration shall run with the land and shall be binding on all persons claiming under the developer for a period of thirty years from the date this declaration is recorded, after which time it shall automatically stand renewed for successive periods of ten years, provided that an instrument terminating or changing such covenants in whole or part, if signed by the owners of a majority of such lots, shall be effective as of the end of the term or ten-year extension within which it is recorded.

6.2 Modification and Enforcement. These declarations can be amended at any time by a three-fourths vote of the owners of lots, and such amendment shall take effect from the date of the recording thereof. The Association shall have the sole right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this declaration, either to restrain violation or to recover damages, or both.

6.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall remain in full force and effect.

EDWARD A PURTELL COMPANY, INC.

By _____

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me this 11th day of Dec., 1972, the above named Edward A. Purtell Jr. known to me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, ~~Ozaukee~~ Milwaukee County, Wisconsin
My Commission is ~~Permanent.~~ Expires 9/1/75

EXHIBIT G

OPEN SPACE EASEMENT

This indenture made by Edward A. Purtell Company a nonstock corporation owning land in the City of Mequon, Ozaukee County, Wisconsin, Grantor, hereby conveys and warrants to the City of Mequon, Grantee in consideration for the approval by the City of Mequon of the final plat of RANGE LINE HILLS SUBDIVISION an easement and right in perpetuity to restrict, in accordance with the terms and conditions hereinafter prescribed, their future use and development of the following described parcels of real estate in the City of Mequon, Ozaukee County, State of Wisconsin: (See attached legal description)

WITNESSETH:

WHEREAS, Grantor's courts and open space is an essential part of the planned development known as RANGE LINE HILLS SUBDIVISION, and

WHEREAS, the City of Mequon granted approval of the planned development with the express understanding that lands shown thereon as courts and open space would be permanently preserved for the esthetic and recreational enjoyment of the residents:

NOW THEREFORE,

1. The courts and open space may be used only for:

   a. The esthetic, recreational and cultural enjoyment of the residential lot owners and residents of RANGE LINE HILLS SUBDIVISION and the guests of both.

   b. The construction and maintenance of buildings and facilities (including parking areas) for such purposes on condition that the City Plan Commission shall first approve the particular use, building, site, and operational plans of any such building or facility.

   c. Drainage courses.

   d. The installation of sewer, water, gas or other utility lines and related facilities. Easements shall be granted for the right of ingress and egress in order to install and maintain such utilities.

2. This easement does not grant the public the right to use the courts and open space except that the Grantor may permit such use provided that the rules and regulations pertaining to the use thereof are complied with. Said rules and regulations shall provide for the exclusion of any person acting in a disorderly manner or unduly interfering in any manner with the proper use of such area by others.

3. This easement may be amended only by the recorded written consetn of each of these three groups: the Grantor, the City Council of the City of Mequon, and the owners of two-thirds of all single family lots in RANGE LINE HILLS SUB-DIVISION.

4. This easement is binding upon the inures to the benefit of successors and assigns.

EXHIBIT D

SUBDIVISION DEVELOPMENT AGREEMENT

Subdivision Title -

As assurance of compliance with Section 4, Edward A. Purtell Co., Inc. will file with the City a performance bond, escrow or cash deposit in the minimum amount of $156,050.00, representing the cost of the improvements as indicated in Exhibit B. The said bond shall be filed with the City Clerk prior to the commencement of construction of any of the required improvements and shall be executed by the Subdivider, as principal, and a surety corporation duly licensed and authorized to do business under the laws of the State of Wisconsin, as surety. Said bond shall be payable to the City of Mequon and be conditioned upon the faithful performance of any and all services, labor and furnishing by the Subdivider. Failure to file such bond within 10 days after written demand shall make and render this Agreement null and void.

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Marshall & Ilsley Bank
770 North Water Street, Milwaukee, Wisconsin 53201/Tel 414 276-7700
Mortgage Loan Department

December 14, 1972

The Honorable
The Common Council
City of Mequon, Wisconsin

Gentlemen:

Please be advised that we are holding in escrow collateral, a sufficient amount to cover the cost of providing and installing the following improvements as per your subdivision agreement dated July 17, 1972, Exhibit B photostat attached, in the aggregate amount of $156,500.00, in the proposed subdivision and plat of RANGE LINE HILLS, being a subdivision in the Northeast One-quarter (1/4) of Section Thirty-six (36), Township Nine (9) North, Range Twenty-one (21) East, City of Mequon, Wisconsin.

We hereby undertake and agree that the collateral so held by us will not be released without authorization from your honorable body, or authorized representative of the City of Mequon. We understand that as portions of this work are completed, approved and accepted by the City, and upon receipt of written notice of such acceptance, you will authorize us to surrender to EDWARD A. PURTELL CO., INC., the developer, stated amounts, periodically, of the collateral deposited. In no case will the balance of the deposit be released to the developer until all said work covered by said escrow deposit is fully completed and accepted by the City of Mequon.

Upon demand from the City of Mequon, collateral deposited will be converted into cash and to the extent necessary be applied toward payment of the costs of said improvements.

Sincerely yours,

C. F. Tesch
Sr. Vice Pres.

pj

EXHIBIT I

WELL AGREEMENT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, EDWARD A. PURTELL CO., INC., hereinafter referred to as "Owner", is the owner of the real estate described in Schedule "A", which is attached hereto and made a part hereof as though fully set forth herein, and

WHEREAS, the undersigned said Owner intends to provide a water system for domestic water use to serve the lands hereinbefore described, and

WHEREAS, the said Owner further intends to construct and erect a well, pumpand appurtenances upon the real estate described in Schedule "B", which is attached hereto and made a part hereof as though fully set forth herein, which well and water system will be adequate to furnish domestic water to the subdivision known as Range Line Hills, and

WHEREAS, all conveyances of lots in the said subdivision shall be subject to the easements, duties and obligations hereinafter created,

NOW, THEREFORE, in consideration of the mutual covenants herein contained,

IT IS UNDERSTOOD AND AGREED, that the undersigned Owner shall, at its own cost and expense, complete construction of the well, pump and appurtenances on the premises described in attached Schedule "B", as soon as is reasonably practicable, and that the said water system will be installed and constructed in compliance with the standards established by the City of Mequon and the State of Wisconsin Department of Natural Resources, Bureau of Water Supply and Pollution, and that, upon completion of said water system, the property described in attached Schedule "B" shall be transferred without cost to RANGE LINE HILLS HOMEOWNERS ASSN. INC., hereinafter referred to as the "Association", and that after completion and transfer of the water system as aforesaid, the sole responsibility for the operation and maintenance of the water system shall be lodged in the said Association, subject to the By-Laws as established by the Association and in accordance with the rules from time to time promulgated by the Association.

The owner of each lot within said subdivision shall be required to connect water laterals to the water mains of the said water system for the purpose of supplying domestic water to said lot. The laying and connecting of said laterals shall be in accordance with the practices established by the Association and shall be at the expense of the lot owner.

In the event that any owner shall fail to pay charges levied for the maintenance and upkeep of the water plant, then upon five (5) days notice the water service to said lot may, at the option of the Association, be discontinued, and for that purpose the Association is empowered upon failure of payment of such charges to disconnect and

sever any lot from the water system. Such service may be reinstated upon payment of all charges in arrears, together with the cost of disconnecting and connecting the service.

The Association will have the right to establish and promulgate rules and regulations with respect to the use of the water supplied by the said water system.

It is specifically agreed and understood that the City of Mequon may use water from the well and water system hereinabove described for fire protection in said subdivision, and the Association shall make no charge of any kind, type or description against said City of Mequon for any water so used, nor shall the City of Mequon be liable for any assessments for the maintenance of the water system or of the hydrants. No charge for water used or hydrant rental shall ever be levied against the said City of Mequon, and any cost incident to the use of water for fire protection in the subdivision above set forth shall be considered to be a cost of operation of the water system, and shall be borne by the lot owners in said subdivision prorata and shall be considered as additional water used by such lot owners.

It is further understood that the water furnished to each lot shall be metered and that charges for said water shall be based on gallon usage.

The owner of each lot shall have the right to free and unobstructed access to said water system, subject to the same right in the owners of each of the other lots, to the end that all of said owners may draw water from said water system as herein provided. Such water system to be for domestic water use only.

The foregoing shall be construed as covenants running with the land and shall be inserted by reference in all deeds conveying any part of the property described, and upon such conveyances shall be deemed to create easements in the land affected thereby, and shall inure to the benefit of the owners and their heirs, personal representatives and assigns.

Dated this 11th day of December, 1972.

In Presence of:

EDWARD A. PURTELL CO., INC.

Lucella Goerg — Edward A. Purtell, President

Doris S. Hatzenbuhler — Norman C. Jedele, Secretary

RANGE LINE HILLS HOMEOWNERS ASSN. INC.

Lucella Goerg — Edward A. Purtell, President

Doris S. Hatzenbuhler — Norman C. Jedele, Secretary

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AGREEMENT

For and in consideration of the CITY OF MEQUON, hereinafter referred to as "City", approving the subdivision plat of Range Line Hills on behalf of EDWARD A. PURTELL CO., INC., hereinafter referred to as "Owner"; and

In further consideration of the said City accepting a Sanitary Sewer Easement on behalf of the Owner from the Lac Du Cours Homes Association, Inc.;

The undersigned Owner does hereby covenant and agree to save and hold the said City harmless from any and all claims of any type or nature whatsoever arising from, through or as a result of the said City of Mequon executing and accepting the said Sanitary Sewer Easement from Lac Du Cours Homes Association, Inc. over a portion of Outlot J, Lac Du Cours.

The undersigned does further covenant and agree that it will, upon demand, pay to City a sum not to exceed One Thousand ($1,000.00) Dollars as and for the costs of re-sizing the pumps in the River Road Sewer Plant Substation.

Dated this 4th day of December, 1972.

In the Presence of:

EDWARD A. PURTELL CO., INC.

By _____
Edward A. Purtell, President

Subscribed and sworn to before me this
14th day of December, 1972.

_____
Notary Public, State of Wisconsin.
My Commission expires: 11-11-73

RECORDED
Dec 21 8 15 AM '72

REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

1985
Restatement of
Deed Restrictions

**RESTATEMENT OF
DEED RESTRICTIONS
FOR
RANGE LINE HILLS**

Recorded DECEMBER 20, 1985, at 8:30A M., Vol. 542 of Deeds, at page 346, as Document No. 366829 in the office of the Register of Deeds for Ozaukee County, Wisconsin.

This Restatement of the Deed Restrictions for Range Line Hills is made this 11th day of December 1985 by the owners of the lots in Range Line Hills,

*** * * WITNESSETH * * ***

WHEREAS, the Edward A. Purtell Company, Inc., as the Developer of Range Line Hills, a subdivision located in the North East 1/4, Section 36, R21E within the City of Mequon, Wisconsin, has previously caused to be executed a Declaration of Conditions, Covenants, Restrictions and Easements for Range Line Hills (the "Restrictions") which Restrictions were recorded in Vol. 313 of Deeds, at pages 377 through 382 inclusive, as Document No. 252899 in the office of the Register of Deeds for Ozaukee County, Wisconsin; and

WHEREAS, the owners of lots in Range Line Hills believe that it is in their best interest to restate the Restrictions and they desire to subject such property to the conditions, restrictions, convenants, reservations, and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof, and for the purpose of maintaining a desirable utilization of land in an aesthetically pleasing residential environment;

NOW THEREFORE, the owners of lots in Range Line Hills by more than a three fourths vote of such owners at a meeting of the Range Line Hills Homes Association, Inc., held on December 11, 1985, have caused this Restatement of Deed Restrictions to be executed to replace all previous recorded restrictions for Range Line Hills and hereby declare that the real property hereinafter described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of the owners of lots in Range Line Hills, their successors and assigns, and to all parties hereafter having any interest in the property:

ARTICLE I

Property Subject to Deed Restrictions

1.1 Property Subject to Deed Restrictions. The following described property (hereinafter the "Property" or "Range Line Hills") is subject to the provisions of these Deed Restrictions:

RESIDENTIAL LOTS

RESIDENTIAL LOTS numbered One (1) through Twenty-five (25) inclusive as shown and depicted on the Subdivision Plat and Certified Survey Map of Range Line Hills, recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Vol. Q of Plats, Pages 22-23, as Document No. 252933;

OPEN SPACE

All that part of the Subdivision Plat and Certified Survey Map of Range Line Hills recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Vol. Q of Plats, Pages 22-23, as Document No. 252933; EXCEPTING Residential Lots numbered One (1) through Twenty-five (25) inclusive thereon.

1.2 The Property is composed of twenty-five (25) residential lots (the "Lots") and open space comprising recreational areas and ponds (hereinafter "Open Space") which is to be preserved and maintained as such under Open Space Restrictions mentioned hereinafter, all as shown on the final plot of Range Line Hills attached hereto as Exhibit A.

1.3 A community well located in the Open Space is also maintained, operated and administered by the Association to furnish water to residents of Range Line Hills.

ARTICLE II

2.1 General Purpose. The general purpose of these Deed Restrictions is to assure that Range Line Hills and the property surrounding it will become and remain an attractive residential community, and to that end to preserve and maintain the natural beauty of certain open spaces and recreational areas owned by Range Line Hills Homes Association, Inc., an association of all owners of property subject to these Deed Restrictions; to insure the best use and the most appropriate

development and improvement of building sites within the Property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the Property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential development of the Property; to encourage and secure the improvement of the Property with attractive homes, with appropriate locations thereof on the building sites; to secure and maintain proper spacial relationships of structures to other structures and lot lines; to prevent haphazard improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and generally to insure the highest and best residential development of the Property.

ARTICLE III

Range Line Hills Homes Association, Inc.

3.1 Association of Owners. All owners of Lots comprising the Property shall be entitled and required to be members of an association of such owners known as Range Line Hills Homes Association, Inc. (the "Association") which has been incorporated as a non-profit corporation under the laws of the State of Wisconsin. The Association shall be responsible for implementing and carrying out the purposes of these Deed Restrictions, including exclusive management and control of the Open Space and enforcement of the restrictions contained herein with respect to the individual Lots, all as is more fully set forth herein and in the Open Space Restrictions, and the Articles and By-Laws of the Association.

3.2 Duties and Obligations. Each owner of a Lot in Range Line Hills and the occupants of any residence within Range Line Hills shall abide by and be subject to all rules, regulations, duties and obligations imposed by these Deed Restrictions, the Open Space Restrictions, the Articles and By-Laws of the Association, and the amendments, rules and regulations which may be promulgated thereunder.

ARTICLE IV

Architectural and Site Control Committee

4.1 Establishment. An Architectural and Site Control Committee (the "Committee") shall be established pursuant to the provisions of these Deed Restrictions and the By-Laws of the Association, and the members of the Committee shall be appointed or elected and shall function in accordance with these Deed Restrictions and the By-Laws of the Association.

4.2 Procedure. Any application for review or approval by the Committee and any approval or disapproval rendered by the Committee shall be in writing, and a record of all applications and determinations of the Committee shall be kept by the Committee. In the event the Committee fails to approve or disapprove of plans and specifications or other matters submitted to it within thirty (30) days after submission of the same to it, no right shall exist to enforce these covenants insofar as they require prior approval by the Committee with respect to such plans and specifications or other matters. Promptly after acting upon any request for approval presented to it, the Committee shall notify the person submitting such request, in writing, of its determination, including the reason for any disapproval. Upon request, the statutory registered agent of the Association shall furnish a written statement of the name and address of the person to whom plans, specifications and requests for approval may be submitted for consideration by the Committee. Submission of plans, specifications, and requests for approval to the person so designated shall constitute submission to the Committee for all purposes hereunder.

4.3 Enforcement. Determinations of the Committee and provisions of these Deed Restrictions may be enforced by legal action or suit to enjoin construction or the making of alterations or to require the removal of any improvement or structure built pursuant to unapproved or disapproved plans and specifications, provided that action or suit shall be brought within one year after the date of completion thereof, or by such other means as may be available under law.

ARTICLE V

Architectural Control

5.1 Land Use - Lots. Lots shall be used only for single family residential purposes and contruction of one single family detached dwelling on each Lot, not exceeding two and one-half stories in height. Private garages may be constructed for not more than three cars. No building shall be erected, altered, placed or permitted to remain upon any Lot other than in accordance with the foregoing. The minimum living area of a single family residence shall be as follows:

a. One story house: no less than 1,600 square feet total.

b. One and one-half story house: no less than 1,100 square feet on the first floor and 1,700 square feet total.

c. Two story house: no less than 1,000 square feet on the first floor and no less than a total of 1,800 square feet.

5.2 Architectural Control. Services of a professional architect are recommended but not required for homes and accessory buildings constructed or altered within Range Line Hills. In any event, no structure, in ground swimming pool, tennis court, driveway, walkway, gazebo, deck or patio shall be erected, placed, relocated or altered upon any Lot until the building plans, specifications, and plot plan showing the location thereof have been first submitted to and approved in writing by the Committee as to appearance, design, quality, materials, harmony of external design and colors with existing and planned structures, location, topography, neighboring buildings, set-backs, off-sets, accessory buildings, finished grade elevations, driveways, landscaping, and plantings. Such approval shall be obtained prior to any construction activities on a Lot. The Committee shall not waive or otherwise fail to exercise its right to require such approval.

5.3 Dwelling Quality. The design, layout, and exterior appearance of each residence to be built upon a Lot within the Property shall be such that, in the opinion of the Committee at the time of approving the building plans, the residence will be of high quality, and will have no substantial adverse effect upon property values within Range Line Hills.

5.4 Building Location. In lieu of predetermined set-backs and off-sets, buildings may be located at any place upon a Lot where expressly approved by the Committee and the Architectural Control Board of the City of Mequon.

5.5 Landscape Architectural Control. Within one year after any residence is physically occupied, landscape plans showing the proposed development of the entire Lot shall be submitted to the Committee for approval. Within six months after the landscape plan shall have been approved by the Committee, provisions shall be made for adequate surface drainage and the prevention of erosion, and no less than one-fifth of the proposed plan material by volume shown on the approved landscape plan shall be installed.

5.6 Fences, Walls and Ornamental Items. Plans showing the exact location and construction details of fences, walls, hedges, mass plantings or screen plantings, foundations, statutes, sculpture (or similar structures) shall be submitted to the Committee and receive approval of the Committee prior to construction, placement or planting.

5.7 Completion after Approval. Upon approval of building plans, specifications, and the plot plan by the Committee, and upon the receipt of all other approvals required of the Committee and of all necessary municipal or governmental approvals, consents and permits, construction in accordance with such plans and specifications may commence, and shall be substantially

completed within one year after the time the last such approval has been given. In the event construction is not so completed, such time may be extended by the Committee, or the Committee shall again be entitled to review the plans, specifications, plot plan, and status of construction.

5.8 Temporary Structures. No temporary structures and no mobile homes, trailers, tents, campers, barns, basements, garages, dog houses, dog pens, above ground swimming pools, or other out-buildings or temporary structures shall be constructed or used on any Lot, in any manner at any time, as a dwelling or household, or otherwise, either temporarily or permanently.

5.9 Parking. All parking upon the Lots, except guest and lot owner parking, shall be enclosed or screened from view. No motorized vehicles, boats, campers, trailers, off-road or recreational vehicles or other vehicles of any sort shall be stored, even temporarily, in the open upon the Lots, but such storage must also be enclosed or screened from view.

5.10 Trade or Business. No trade or business shall be conducted on any Lot or from any residence.

5.11 Nuisances. No noxious or offensive activities shall be carried on within the Property or upon the Lots, nor shall any noxious odors be permitted to escape from any home, Lot or building site, and no activity which is, or may become, a nuisance or annoyance to others or which creates unusually loud sounds or noises shall be suffered or permitted with respect to any home, Lot, or building site.

5.12 Signs. No sign of any kind shall be displayed to the public view on or from any Lot or the Open Space of the Property without the prior consent of the Association, except that a professional sign advertising a property for sale may be placed thereon by the onwer thereof, and except signs used to advertise the property during construction and sale by the owner thereof. Any such authorized signs shall be located at least ten feet back from any property line.

5.13 Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same.

5.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage rubbish and other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment or containers for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view.

5.15 Antennae and Other Structures. No external television or similar aerial, antenna, wire, pole or satellite dish or other transmission or reception device shall be erected on any Lot or building. No solar device or wind generator shall be erected on any Lot or building without the prior approval of the Committee.

5.16 Utilities. All utility service for gas, electricity telephone or cable television service to any building shall be installed underground unless otherwise approved by the Committee.

5.17 Fill on Building Site. Where fill is necessary on the building site to obtain the proper topography and finished ground elevation it shall be ground free of waste material and shall not contain noxious materials which will give off odors of any kind, and all fill material shall be graded and leveled immediately after substantial completion of the building. Any excess earth shall be removed from the building site by the owner.

5.18 Sewage Disposal and Water. Each home shall be connected ~~with the Association's community well and with~~ to the municipal or other common sewer system and no septic tank or individual sewage system or well shall be permitted.

6.1 Land Use - Open Space. The Open Space shall be preserved, used and maintained in strict accordance with the terms and conditions of Open Space Restrictions entered into by and between the Developer and the City of Mequon, Ozaukee County, Wisconsin, bearing even date herewith, and recorded with the Register of Deeds for Ozaukee, Wisconsin in Vol. 313, Pages 383 to 384, inclusive as Document No. 252899.

6.2 Ownership and Maintenance. The Open Space has been conveyed to, and is owned, held and maintained by the Association, for the benefit of the owners of Lots within Range Line Hills. The Association shall maintain and care for the Open Space as well as the ponds, improvements and recreational facilities provided within the Open Space. The expense of such maintenance shall be paid in equal shares by members of the Association, one share for each Lot, in accordance herewith and with the Articles and By-laws of the Association. The Lots and the improvements upon Lots owned by members of the Association within Range Line Hills shall be subject to liens for assessments of expenses of the Open Sapce, as well as other Association expenses, as provided herein and in the By-Laws of the Association.

6.3 Ponds. The ponds shall be maintained by the Association for the benefit, use and enjoyment of members of the Association. No motor boats or power equipment of

any kind shall be operated on or near the ponds. The use of the ponds shall be subject to such rules and regulations which may be adopted by the Association regarding same.

6.4 Recreational Vehicles. Motorized, wheeled or tracked recreational vehicles, including but not limited to snowmobiles, trailbikes, all-terrain vehicles or conveyances, dune buggies or other off-road motorized vehicles of any kind, shall not be parked, kept or stored on any Open Space. Such vehicles may also not be operated on any Open Space or Lot.

6.5 Other Recreational Facilities. The Association may provide, construct and maintain in the Open Space, in accordance with the Open Space Restrictions, such recreational facilities including walkways, ski trails, paths and other additional facilities as may be incidential or related to the foregoing for the aesthetic and recreational enjoyment of the owners of Lots and residents in Range Line Hills, and the convenience of such residents and their occasional guests.

6.6 Insurance. The Association may provide and maintain such property and liability insurance protection with respect to the Open Space and recreational facilities, in such amounts, as may be determined by the Board of Directors from time to time. Such insurance shall be obtained in the name of the Association as trustee for all of its members as their interest may appear. Premiums shall be an Association expense.

6.7 Obstruction. There shall be no obstruction of the Open Space and related recreational areas and facilities by individual Lot owners, without the prior consent of the Association, nor shall anything be kept or done in the Open Space which would increase the rate of insurance on the Open Space, or which would infringe upon the rights of other members of the Association to utilize and enjoy the Open Space.

6.8 Benefit. The Open Space shall be reserved hereunder for the common benefit and enjoyment of the members of the Association, in accordance with the aforesaid Open Space Restrictions, and shall at all times be utilized, preserved, and maintained pursuant hereto and to the said Restrictions and the Articles and By-laws of the Association and rules and regulations which may be promulgated thereunder, and shall be operated and administered by the Board of Directors of the Associaiton in accordance therewith. Each owner of a Lot within Range Line Hills shall have full right of use of such Open Space and recreational facilities, subject to such rules and regulations as may be established by the Association in connection therewith.

ARTICLE VII

Charges, Assessments and Special Assessments

7.1 General Annual Assessment. All Lots and the owners thereof shall be subject to a general annual assessment, determined and levied by the Association, for the purpose of defraying the costs and expenses of the Association in performing its stated purposes and functions, including but not limited to the maintenance and operation of the community well and the Open Space and facilities contained therein, and the enforcement of these Deed Restrictions. The Board of Directors by December 15 of each year shall prepare an annual budget and shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget and assessment shall be considered and approved at the annual meeting by the members of the Association. The general annual assessment shall be allocated and prorated among the members of the Association on the basis of one equal share per Lot within Range Line Hills Subdivision (provided however that the non-capital operating expenses of the community well shall only be levied against those Lots which are improved with a dwelling as the date the assessment is ordered), and shall be paid at the time and in the manner determined by the Board of Directors of the Association, which time shall not be sooner than thirty (30) days nor later than the first day of February after the date of the annual membership meeting at which the annual budget shall have been submitted to the membership.

7.2 Special Assessments. Each Lot and the owners thereof shall be subject to special assessment by the Association to cover all or any part of any extraordinary expenses incurred by the Association but not included in the annual budget. Such special assessments shall be allocated among the members on the basis of one equal share per Lot within Range Line Hills. Special assessments shall be due and payable sixty (60) days after the affirmative vote declaring such special assessments by two-thirds of the members of the Association.

7.3 Special Assessment by the Board of Directors. Each Lot and the owners thereof shall be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to enforcement of these Restrictions and the Open Space Restrictions and for caring for vacant, unimproved or ill maintained lots and removing weeds or other unsightly or undesirable matters therefrom.

7.4 Collection and Enforcement. The right to collect or enforce the collection of charges, assessments and special

assessments is hereby delegated exclusively to the Association. The owners of Lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the Lots owned by them, and such charges, assessments and special assessments shall also be and constitute a lien, until paid, against the Lot to which charged. All charges, assessments and special assessments levied by the Association which are unpaid when due shall bear interest from such due date at the rate of twelve percent (12%) per annum until paid in full, and such interest, together with the underlying assessment, shall from such time become and remain a part of the lien upon such Lot until paid.

Any lien securing unpaid charges, assessments or special assessments arising hereunder shall be subject and subordinate to the lien of any first mortgage upon such Lot, whether the mortgage is executed or recorded prior to or after the creation of such lien. Nothing herein contained shall prevent or impede the collection of lawful charges, assessments and taxes by the City of Mequon.

The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of liens therefore. The Association, acting through the Board of Directors, and as representative of all members, may bring an action at law against any Lot owner personally obligated for payment of unpaid assessments, or may foreclose the lien against any Lot. Any such foreclosure action shall be brought in the same manner as an action to foreclose a real estate mortgage, and there shall be added to the amount due the costs of suit and interest, together with a reasonable attorney's fee.

In the event that any assessment levied against any Lot hereunder remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim pursuant to Section 779.70(4) of the Wisconsin Statutes for a lien against such Lot at any time within six months from the date of the levy, such claim to be filed in the office of the Clerk of the Circuit Court of Ozaukee County. Such claim for lien shall contain a reference to the resolution authorizing such levy and the date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected thereby and a statement of the amount claimed. It shall be signed on behalf of the Association or by its attorney, and need not be verified, and may be amended, in case of action brought, by order of court.

It is intended that a consensual or contractual lien as well as a statutory lien shall arise under this Article VII.

7.4 Liability for Payment of Charges and Assessments. No Lot owner may exempt himself or his Lot ownership from liability for his contribution for charges and assessments levied by the Association by waiver of use or enjoyment of any of the Open Space or recreational facilities therein, or by the abandonment of his Lot; no conveyance shall relieve the seller or his Lot of such liability, and he shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments incurred until the date of sale, until all charges and assessments against the Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot in the subdivision upon request to an officer or member of the Board of Directors of the Association.

7.5 By-Laws. Other provisions concerning the determination, assessment and collection of charges, assessments and special assessments shall be as contained in the By-Laws of the Association.

ARTICLE VIII

Term, Amendment and Enforcement

8.1 Term. These Deed Restrictions shall run with the land and shall be binding upon all persons claiming under the Developer or any Lot owner for a period of thirty (30) years form the date these Deed Restrictions are recorded, at which time these Restrictions shall automatically be renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least seventy-five percent (75%) of the Lots subject hereto for the purpose of terminating these Restrictions. In such event these Deed Restrictions shall terminate and be of no further force and effect as of the end of the initial or renewal term next expiring, provided such termination instrument is approved and subscribed on behalf of the City of Mequon, Wisconsin.

8.2 Amendment. These Deed Restrictions may be amended at any time and in any respect by the recording of an instrument executed by the owners, or by the Association on behalf of and pursuant to a vote, of no less than seventy-five percent (75%) of the Lots subject hereto.

8.3 Enforcement of Deed Restrictions. The Association shall have the sole right to enforce the provisions hereof, which it may do by proceedings at law or in equity, by action to restrain and enjoin or to recover damages for any violation or attempted violation of any of the provisions of these Restrictions,

or for both such remedies, or by such other means or remedies as may be available under law. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation, and the Association shall fail to act within a period of thirty (30) days thereafter, or shall refuse such petition, then such petitioner may within a period of six months after filing such petition commence an action or proceeding based upon any injury to his individual rights arising from the violation or threatened violation of these Restrictions.

8.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

8.5 Interpretation. These Deed Restrictions shall be construed, interpreted and read together with the Open Space Restrictions for Range Line Hills and the Articles and By-Laws of the Association, so that all such documents read together shall constitute the overall development, improvement and maintenance plan for Range Line Hills.

IN WITNESS WHEREOF, the owners of the lots in Range Line Hills have authorized and caused these Restated Restrictions to be executed as of the 11th day of December, 1985.

Range Line Hills Homes Association, Inc.

By: Allen L. Samson
President

(Seal)

Attest: Marilyn B. Stahl
Secretary

State of Wisconsin)
)ss
County of Ozaukee)

On the 11th day of December, 1985, before me, a Notary Public in and for said county, personally appeared Allen L. Samson and Marilyn B. Stahl to me personally known and known to me to be the same persons who executed the foregoing Restatement of Deed Restrictions

for Range Line Hills, who, being duly sworn by me, did depose, acknowledge and say: that they are the President and Secretary, respectively, of Range Line Hills Homes Association, Inc., a Wisconsin non-profit corporation described in and which executed the foregoing Restated Restrictions; that said Restrictions were authorized and signed by and on behalf of said corporation; and that such persons acknowledged the execution of said Restrictions to be the free and voluntary act and deed of said corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James D. Friedman
Notary Public
My Commission is Permanent

This Instrument Drafted
by James D. Friedman
Quarles & Brady
780 North Water Street
Milwaukee WI 53202
(414)277-5000

$30.00

RECORDED
1985 DEC 20 AM 8:30

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

VOL 542 PAGE 359

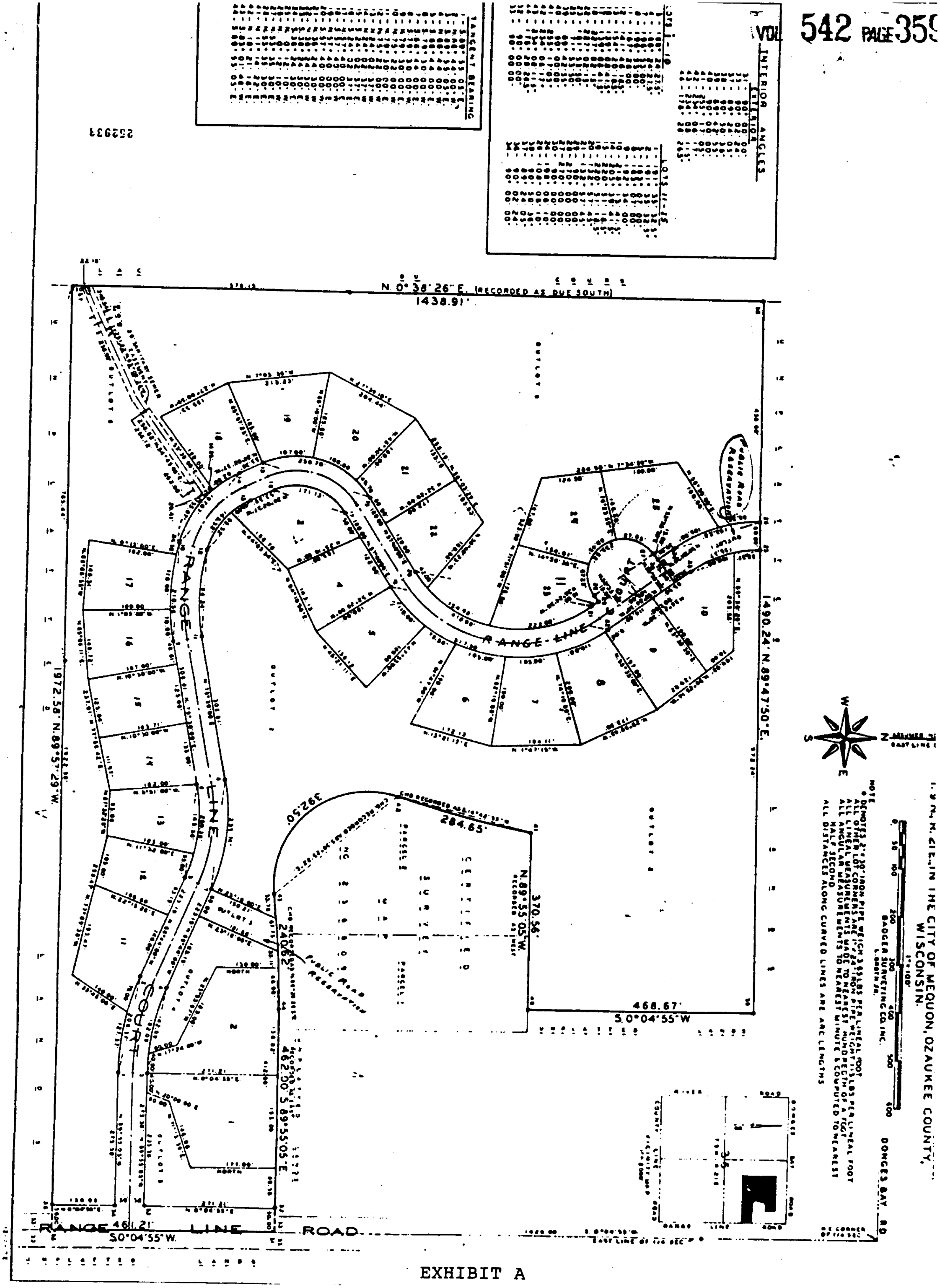


EXHIBIT A

1986 + 1993
Abandon Road
Reservations

CITY OF MEQUON
WISCONSIN

VOL 567 PAGE 833

By: Department of
Community Development

RESOLUTION NO. 900

RESOLUTION TO VACATE AND DISCONTINUE ROAD RESERVATIONS

WHEREAS, a sixty (60) foot wide road reservation described in recorded document number 252933 currently constitutes all of outlot 1 of the Range Line Hills subdivision; and 14-079-0000.001

WHEREAS, a sixty (60) foot wide road reservation described in recorded document number 252933 currently constitutes all of outlot 3 of the Range Line Hills subdivision; and 14-079-0000.003

WHEREAS, a thirty (30) foot wide road reservation described in recorded document number 236809 currently constitutes a portion of parcels 1 and 2 of that recorded document; and
14-036-01-006.00 14-036-01-011.00

WHEREAS, the City of Mequon Planning Commission has determined that the road reservations no longer serve any present or future use; and

WHEREAS, on September 22, 1986 the Planning Commission recommended to conditionally vacate and discontinue the road reservations;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL, of the City of Mequon that since the public interests requires it, the road reservations shall be vacated and discontinued pursuant to S66.296(2), Wis. Stats., subject to the following:

1. All existing utility and access easements shall be maintained and continued;

2. The area constituting the road reservation as described in recorded document number 252933 and as further described as outlot 1 shall continue to be classified as Outlot 1 of the Range Line Hills subdivision;

RECORDED
4/53
1986 OCT 17 PM 1:30

Ronald H. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

3. The area constituting the road reservation as described in recorded document number 252933 and as further described as outlot 3 shall continue to be classified as Outlot 3 of the Range Line Hills Subdivision;

4. The area constituting the road reservation as described in recorded document number 236809 shall continue to be part and parcel of parcels 1 and 2 of that recorded document.

Approved: Constance A. Pukaite
Constance A. Pukaite, Chairman (Mayor)

Date Approved: October 14, 1986

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon at a meeting held on the 14th day of October, 1986.

Published: October 22, 1986

Louise M. Rzentkowski
Louise M. Rzentkowski
City Clerk

483429 RECORDED

CITY OF MEQUON
WISCONSIN

VOL 799 PAGE 370

By: Department of
Community Development

1993 FEB 12 AM 10: 05

Ronald M. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

RESOLUTION NO. 900

RESOLUTION TO VACATE AND DISCONTINUE ROAD RESERVATION

WHEREAS, a sixty (60) foot wide road reservation described in recorded document number 252933 currently constitutes all of outlot 1 of the Range Line Hills subdivision; and

WHEREAS, a sixty (60) foot wide road reservation described in recorded document number 252933 currently constitutes all of outlot 3 of the Range Line Hills subdivision; and

WHEREAS, a thirty (30) foot wide road reservation described in recorded document number 236809 currently constitutes a portion of parcels 1 and 2 of that recorded document; and

WHEREAS, the City of Mequon Planning Commission has determined that the road reservations no longer serve any present or future use; and

WHEREAS, on September 22, 1986 the Planning Commission recommended to conditionally vacate and discontinue the road reservations;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL, of the City of Mequon that since the public interests requires it, the road reservations shall be vacated and discontinued pursuant to S66.296(2), Wis. Stats., subject to the following:

1. All existing utility and access easements shall be maintained and continued;

2. The area constituting the road reservation as described in recorded document number 252933 and as further described as outlot 1 shall continue to be classified as Outlot 1 of the Range Line Hills subdivision;

1986 & 1993
Abandon Road
Reservations

3. The area constituting the road reservation as described in recorded document number 252933 and as further described as outlot 3 shall continue to be classified as Outlot 3 of the Range Line Hills Subdivision;

4. The area constituting the road reservation as described in recorded document number 236809 shall continue to be part and parcel of parcels 1 and 2 of that recorded document.

Approved: Constance A. Pukaite
Constance A. Pukaite, Chairman (Mayor)

Date Approved: October 14, 1986

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon at a meeting held on the 14th day of October, 1986.

Published: October 22, 1986

Louise M. Rzentkowski
Louise M. Rzentkowski
City Clerk

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon.

Louise M. Rzentkowski
Louise M. Rzentkowski, City Clerk

Date February 9, 1993

DOCUMENT NO.

FIRST AMENDMENT TO RESTATEMENT OF DEED RESTRICTIONS FOR RANGE LINE HILLS

8031144
Tx:4023936

0943974
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
05/02/2011 4:51 PM
REC FEE: 30.00
PAGES: 4

2011
First Amendment to Restatement of Deed Restrictions

Christine Liu McLaughlin
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

$30

PARCEL IDENTIFICATION NUMBER (PIN)

This FIRST AMENDMENT to Restatement of Deed Restrictions for Range Line Hills, made this 27th day of April, 2011, by RANGE LINE HILLS HOMES ASSOCIATION, INC., a Wisconsin non-profit, corporation.

WITNESSETH

WHEREAS, currently recorded with the Register of Deeds for Ozaukee County, Wisconsin is the Subdivision Development Agreement, Range Line Hills Subdivision, which is recorded in Deed Book Volume 313, Pages 362 through 389, and the Restatement of Deed Restrictions for Range Line Hills ("Deed Restrictions"), which is recorded in Deed Book Volume 542, Pages 346 through 359;

WHEREAS, the RANGE LINE HILLS HOMES ASSOCIATION, INC. ("Association") was incorporated under the laws of the State of Wisconsin and its members, the owners of lots in Range Line Hills Subdivision, were vested with the duties and powers in accordance with the Subdivision Development Agreement;

WHEREAS, Article 8.1 of the Deed Restrictions grants the owners or the Association, on behalf of the owners, the right to amend said Deed Restrictions;

WHEREAS, the Association desires to amend certain provisions of the Deed Restrictions; and

WHEREAS, at a meeting of the Association on April 20, 2011, this FIRST AMENDMENT to the Deed Restrictions was approved by members of the Association representing at least seventy-five percent (75%) of the votes eligible to be cast by members of the Association.

NOW, THEREFORE the members of the Association, by at least seventy-five percent (75%) of such members, at a meeting of the Association, held on April 20, 2011, have caused this FIRST AMENDMENT to Restatement of Deed Restrictions for Range Line Hills to be executed to replace certain provisions of said Deed Restrictions, which shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors, and assigns:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Deed Restrictions.

2. Article 1.3. Article 1.3 shall be deleted in its entirety and replaced with the following:

1.3. Sewer and water is operated and administered by the City of Mequon Water Utility.

A

3. Article 5.2 Architectural Control. Article 5.2 shall be deleted in its entirely and replaced with the following:

> 5.2 Architectural Control. Services of a professional architect are recommended but not required for homes and accessory buildings constructed, modified, or altered within Range Line Hills. In any event, no structure, in ground swimming pool, tennis court, driveway, walkway, gazebo, deck, or patio shall be erected, placed, modified, or altered in structure or appearance, upon any Lot until the building plans, specifications, and plot plan showing the location thereof have been first submitted to and approved in writing by the Committee as to appearance, design, quality, materials, harmony of external design and colors with existing buildings, set-backs, off-sets, accessory buildings, finished grade elevations, driveways, landscaping, and plantings. Such approval shall be obtained prior to any construction, alteration or modification, as the case may be, activities on a Lot. The Committee shall not waive or otherwise fail to exercise its right to require such approval.

4. Article 5.3 Dwelling Quality. Article 5.3 shall be deleted in its entirety and replaced with the following:

> 5.3 Dwelling Quality. The design, layout and exterior appearance of each residence to be built upon, improved, modified, or altered on a Lot within the Property shall be such that, in the sole opinion of the Committee at the time of approving the building, improvement, alteration, or modification plans, as the case may be, the residence will be of high quality, and will have no substantial adverse effect upon the property values within Range Line Hills. Since the selection of exterior building materials and colors has a significant aesthetic and visual impact upon the property values within Range Line Hills, exterior building materials and building colors shall be selected in general harmony with the existing neighborhood buildings. This includes, but is not limited to, erection, alteration, modification, or replacement of exterior paint color, artificial or natural building siding, shutters and doors. Selection of building materials and colors that are not in general harmony with the existing neighborhood buildings shall not be approved by the Committee.

5. Article 5.18 Sewage Disposal and Water. Article 5.18 shall be deleted in its entirety and replaced with the following:

> 5.18 Sewage Disposal and Water. Each home shall be connected to the municipal water and sewer system. No septic tank or individual sewage system or well shall be permitted.

6. Article 7.1 General Annual Assessment. Article 7.1 shall be deleted in its entirety and replaced with the following:

> 7.1 General Annual Assessment. All Lots and the owners thereof shall be subject to a general annual assessment, determined and levied by the Association, for the purpose of defraying the costs and expenses of the Association in performing its stated purposes and functions, including but not limited to the maintenance and operation of the Open Space and facilities therein, and the enforcement of these Deed Restrictions. The Treasurer

of the Board of Directors shall prepare, by February 15 of each year, a summary of the previous year's income and expenses for the purpose of preparing that year's tax return and the following year's budget on a timely basis. The Board of Directors, by April 15 of each year, shall prepare an annual budget and shall determine a general assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget and assessment shall be allocated and prorated among the members of the Association on the basis of one equal share per Lot within the Range Line Hills Subdivision and shall be paid at the time and in the manner determined by the Board of Directors of the Association, which time shall be no sooner than thirty days (30) days nor later than the last day of June after the date of the annual membership meeting at which the annual budget shall have been submitted to the membership.

7. Land Encumbered. Attached as Exhibit A is a description of the land encumbered by the Deed Restrictions, as amended herein, and further described in Article I of the Deed Restrictions.

8. Surviving Provisions. All other provisions of the Deed Restrictions not otherwise amended herein shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the owners of the lots in Range Line Hills as members of the Association have authorized and caused this Amendment to be executed as of this 27th day of April, 2011.

RANGE LINE HILLS HOMES ASSOCIATION, INC.

By: _____
Christine Liu McLaughlin - President

Attest: _____
Ryan Deneen - Treasurer

State of Wisconsin)
) ss
Milwaukee County)

On the 27th day of April, 2011, before me, a Notary Public in and for said county, personally appeared Christine Liu McLaughlin and Ryan Deneen to me personally known and known to me to be the same person who executed the foregoing Amendment to the Deed Restrictions of Range Line Hills, who, being duly sworn by me, did depose, acknowledge and say: that they are the President and Treasurer, respectively, of Range Line Hills Homes Association, Inc., a Wisconsin non-profit corporation described herein and which executed the foregoing Amendment to the Deed Restrictions of Range Line Hills; that said Amendment was authorized and signed by and on behalf of said corporation; and that such persons acknowledged the execution of said Amendment to be the free and voluntary act and deed of said corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alicia Sjoberg, Notary Public
My Commission expires 9/14/2014

6291050_2

DRAFTED BY: Christine McLaughlin

EXHIBIT A

T. 9 N., R. 21 E., IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

BADGER SURVEYING CO. INC.

DONGES BAY RD

NOTE
● DENOTES 2" O.D. 30" IRON PIPE WEIGH 3.65 LBS PER LINEAL FOOT
ALL OTHER LOT CORNERS ARE 1" O.D. IRON PIPE WEIGHT 1.13 LBS PER LINEAL FOOT
ALL LINEAL MEASUREMENTS MADE TO NEAREST HUNDREDTH OF A FOOT
ALL ANGULAR MEASUREMENTS TO NEAREST MINUTE & COMPUTED TO NEAREST HALF SECOND
ALL DISTANCES ALONG CURVED LINES ARE ARC LENGTHS

INTERIOR ANGLES

EXTERIOR

LOTS 1 - 10

LOTS 11 - 25

TANGENT BEARING

1490.24' N. 89°47'50"E.

N. 0°36'26"E. (RECORDED AS DUE SOUTH)
1438.91'

468.67'
S 0°04'55"W

370.56'
N. 89°55'05"W.
RECORDED AS WEST

284.65'

392.50'

240.62'

462.00' S 89°55'05"E.

RANGE LINE ROAD
S 0°04'55"W.
461.21'

1972.58' N. 89°57'29"W.

OUTLOT 1

OUTLOT 2

OUTLOT 3

RANGE LINE

COURT

PUBLIC ROAD RESERVATION

CERTIFIED SURVEY

PARCEL 1

PARCEL 2

25233

SECOND AMENDMENT TO RESTATEMENT OF DEED RESTRICTIONS FOR RANGE LINE HILLS

DOCUMENT NO.

This SECOND AMENDMENT to Restatement of Deed Restrictions for Range Line Hills, made this 16th day of August, 2019, by RANGE LINE HILLS HOMES ASSOCIATION, INC., a Wisconsin non- stock corporation.

WITNESSETH

WHEREAS, currently recorded with the Register of Deeds for Ozaukee County, Wisconsin is the Subdivision Development Agreement, Range Line Hills Subdivision, which is recorded in Deed Book Volume 313, Pages 362 through 389, and the Restatement of Deed Restrictions for Range Line Hills, which is recorded in Deed Book Volume 542, Pages 346 through 359, as amended by the First Amendment to Restatement of deed Restrictions for Range Line Hills, which is recorded as Ozaukee County Register of Deeds as Document Number 0943974 ("Deed Restrictions");

Name and Return Address"

Bob Sheehy
Range Line Hills Homes Association
10250 N. Range Line Court
Mequon, WI 53092

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, the RANGE LINE HILLS HOMES ASSOCIATION, INC. ("Association") was incorporated under the laws of the State of Wisconsin and its members, the owners of lots in Range Line Hills Subdivision, were vested with the duties and powers in accordance with the Subdivision Development Agreement;

WHEREAS, Article 8.1 of the Deed Restrictions grants the owners or the Association, on behalf of the owners, the right to amend said Deed Restrictions;

WHEREAS, the Association desires to amend certain provisions of the Deed Restrictions; and

WHEREAS, at a meeting of the Association this SECOND AMENDMENT to the Deed Restrictions was approved by members of the Association representing at least seventy-five percent (75%) of the votes eligible to be cast by members of the Association.

NOW, THEREFORE the members of the Association, by vote of at least seventy-five percent (75%) of such members held June 30, 2019 have caused this SECOND AMENDMENT to Restatement of Deed Restrictions for Range Line Hills to be executed to replace certain provisions of said Deed Restrictions, which shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors, and assigns:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Deed Restrictions.

2. Article 5.3 Dwelling Quality. Article 5.3 shall be deleted in its entirety and replaced with the

following:

5.3A Dwelling Quality. Other than roofs (which are governed under Article 5.3B), the design, layout and exterior appearance of each residence to be built upon, improved, modified, or altered on a Lot within the Property shall be such that, in the sole opinion of the Committee at the time of approving the building, improvement, alteration, or modification plans, as the case may be, the residence will be of high quality, and will have no substantial adverse effect upon the property values within Range Lines Hills. Since the selection of exterior building materials and colors has a significant aesthetic and visual impact upon the property values within Range Line Hills, other than roofs, exterior building materials and building colors shall be selected in general harmony with the existing neighborhood buildings. This includes, but is not limited to, erection, alteration, modification, or replacement of exterior paint color, artificial or natural building siding shutters and doors. Selection of building materials and colors that are not in general harmony with the existing neighborhood buildings shall not be approved by the Committee, other than roofs (which are governed under Article 5.3B).

5.3B. Roofs. Any roof to be improved, modified, altered or replaced shall either be:

(1) such as may be approved in the sole opinion of the Committee. In making its decision, the Committee shall confirm that the roof will be of high quality, that it shall have no substantial adverse effect upon the property values within Range Line Hills and that the materials and colors are in a general harmony with the existing roofs,

(2) natural cedar shingle or shake,

(3) any of the following products in the following colors: GAF Glenwood (Weathered Wood or Chelsea Gray), GAF Camelot II (Antique Slate or Weathered Timber), Certainteed Presidential, Shake TL (Chestnut or Classic Weathered Wood), CeDur Shakes (Walden, Live Oak, Shiloh or Golden Cedur), DaVinci Shake (Aged Cedar, Chesapeake, Autumn or Weathered Grey), Brava Roof Shake Tile (Lake Forest, Sierra, Aged, Natural, Charcoal, Weathered or Aspen) or Enviroshingle (Aged Cedar or Classic Silvered), or

(4) any product that in the sole opinion of the Committee is substantially similar to the products referred to in sub-section (3);

But in no event shall any roof be 3 tab shingles of any composition, including asphalt.

3. Land Encumbered. Attached as Exhibit A is a description of the land encumbered by the Deed Restrictions, as amended herein, and further described in Article I of the Deed Restrictions.

4. Surviving Provisions. All other provisions of the Deed Restrictions not otherwise amended herein shall remain in full force and effect as stated therein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHERE OF, the owners of the lots in Range Line Hills as members of the Association have authorized and caused this Amendment to be executed as of August 16, 2019.

RANGE LINE HILLS HOMES ASSOCIATION, INC.

BY: _____
Robert Sheehy, President

Attest: _____
Jerry Vite, Secretary

State of Wisconsin)
) ss
Milwaukee County)

On the 3rd day of November, 2019 before me, a Notary Public in and for said county, personally appeared Robert Sheehy and Jerry Vite to me personally known and known to me to be the same person who executed the foregoing Amendment to the Deed Restrictions of Range Line Hills, who, being duly sworn by me, did depose, acknowledge and say: that they are the President and Secretary, respectively, of Range Line Hills Homes Association, Inc., a Wisconsin non-profit corporation described herein and which executed the foregoing Amendment to the Deed Restrictions of Range Line Hills; that said Amendment was authorized and signed by and on behalf of said corporation; and that such persons acknowledged the execution of said Amendment to be the free and voluntary act and deed of said corporation by it being freely and voluntary executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

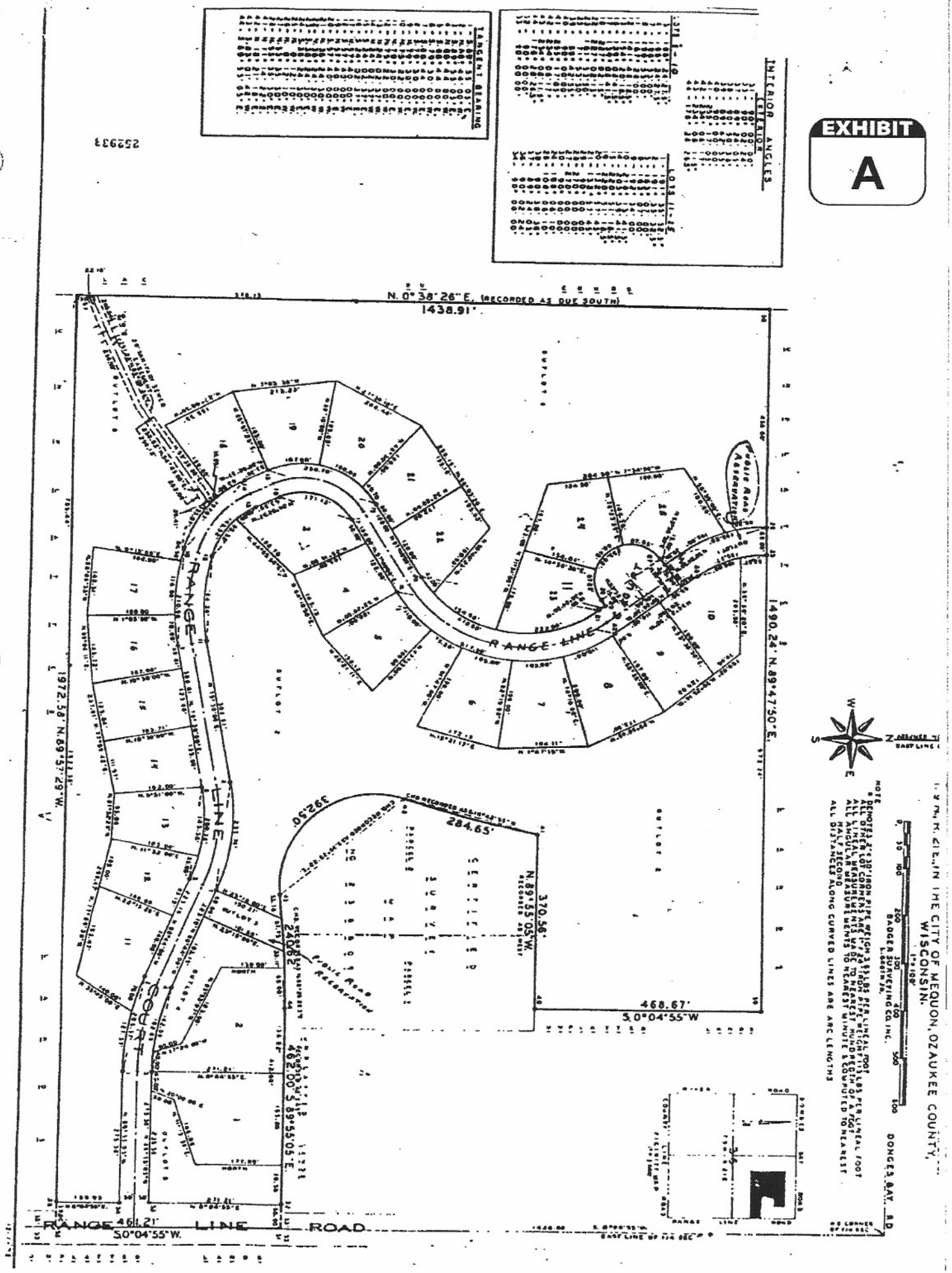
By: Christine Lin McLaughlin

My Commission Expires: Permanent

Drafted by: Brian Zimmerman, Esq., Hurtado Zimmerman SC

EXHIBIT

A



TANGENT BEARING
INTERIOR ANGLES
EXTERIOR
LOTS 1-10
LOTS 11-25
N. 0° 38' 26" E. (RECORDED AS DUE SOUTH)
1438.91'
1490.24' N. 89°47'50" E.
1972.58' N. 89°57'29" W.
RANGE LINE
RANGE LINE COURT
RANGE LINE ROAD
461.21'
S. 0°04'55" W.
462.00' S. 89°55'05" E.
392.50'
284.65'
370.56'
N. 89°55'05" W.
468.67'
S. 0°04'55" W
PUBLIC ROAD RESERVATION
CERTIFIED SURVEY MAP
PARCEL 2
PARCEL 1
OUTLOT 2
OUTLOT 3
OUTLOT 4
OUTLOT 5
OUTLOT 6
OUTLOT 7
OUTLOT 8
DONGES BAY RD
BADGER SURVEYING CO. INC.
1" = 100'
NOTE
DENOTES 2" x 30" IRON PIPE WEIGH 3.65 LBS PER LINEAL FOOT
ALL OTHER LOT CORNERS ARE 1" x 24" IRON PIPE WEIGHT 1.13 LBS PER LINEAL FOOT
ALL LINEAL MEASUREMENTS MADE TO NEAREST HUNDREDTH OF A FOOT
ALL ANGULAR MEASUREMENTS TO NEAREST MINUTE & COMPUTED TO NEAREST HALF SECOND
ALL DISTANCES ALONG CURVED LINES ARE ARC LENGTHS
IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.