

Document Number	DECLARATION OF RESTRICTIONS FOR MISTY RIDGE SUBDIVISION
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0836969

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 28938

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PIN: 16-005-03-000.00, 16-004-06-
002.00 & 16-005-04-002.00

This Declaration of Restrictions for Misty Ridge ("Declaration") is made as of the 28th day of February, 2006, by Bryson Associates, LLP ("Developer").

\$31

WHEREAS, Developer is the owner of the property known as the Misty Ridge Subdivision ("Subdivision"), in City of Port Washington, Ozaukee County, Wisconsin; and

WHEREAS, Developer desires to subject the 101 residential lots and Outlots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in said Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, Developer hereby declares 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 Developer, his successors and assigns, and to all parties hereafter having any interest in the property.

1. PROPERTY SUBJECT TO THIS DECLARATION. The property subject to these restrictions is described as follows:

Lots 1 to 101 and Outlots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Misty Ridge Subdivision being a subdivision of part of the SW ¼ of the NE ¼ and the SE ¼ of the NE ¼ of Section 5, and part of the NW ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 4, all in Township 10 North, Range 22 East, in City of Port Washington, Ozaukee County, Wisconsin.

2. GENERAL PURPOSE. The general purpose of these restrictions is to assure that the Subdivision will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the Subdivision; 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 Subdivision; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the Subdivision with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the Subdivision.

3. **INTERPRETATION.** It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Committee for the granting of final approval. The term "Lot" as used in this Declaration shall be construed to mean only the residential lots numbered one (1) through one hundred one (101). Outlots numbered one (1), two (2) and three (3) are defined as the "Condominium Lots" and are intended for residential condominium development up to a total of sixty-eight (68) condominium units (each, a "Unit" and two or more, "Units"). Outlots numbered four (4), five (5), six (6), seven (7), eight (8), nine (9) and ten (10) are intended as "Common Areas" for the benefit of the Lots and Units and to be maintained by and at the expense of the Lot Owners. The term "Lot Owner(s)" as used in this Declaration shall be construed to mean both the owners of Lots one (1) through one hundred one (101) and owner(s) of condominium units to be constructed on Outlots One (1), Two (2) and Three (3).

4. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee ("Committee") for the Subdivision is hereby established. The Committee shall consist of three members, designated as hereinafter set forth. The decision of any two members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by Developer, and Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as Developer owns any Lot or Outlot in the Subdivision.

The initial members of the Committee shall be:

- a. Timothy F. Styza;
- b. Stephen B. Styza; and
- c. Bryce P. Styza.

5. **ARCHITECTURAL CONTROL.** No building, outbuilding or other structure, swimming pool, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot or Condominium Lot in the Subdivision without the approval of the Committee. For any undertaking requiring approval of the Committee, three (3) sets of plans [including building construction plans, plat of survey (showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the Lot or Condominium Lot and corner grades of the buildings on adjoining Lots or Condominium Lots where applicable, as existing and as proposed), grading plans (where necessary) and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval, one copy of which shall be transmitted by the Lot Owner to the local

building inspector, prior to obtaining the necessary permits. Any changes or revisions required by the Committee shall first be made to the plans by the Lot Owner or the Lot Owner's agent before approval is given. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the Subdivision as the Committee may deem appropriate. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

6. DWELLINGS AND OTHER STRUCTURES. All of Lots One (1) through One hundred-one (101) shall be used only for single family residential purposes and the construction of one single family detached dwelling on each lot. The Condominium Lots consisting of Outlots One (1), Two (2) and Three (3) shall be used only for single family residential condominium and two-family residential condominium purposes. All structures (principal or accessory) shall be designed by a home designer, registered architect or equally qualified individual or firm.

To create a diverse group of residential design and to avoid the monotony of duplication, it is also the specific criteria of design to assure that there is a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another. Toward this end, the Committee will evaluate and approve the use of a particular architectural style of home on any Lot or Condominium Lot in the Subdivision residential community. In making that evaluation the Committee will consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity of one another. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot or Condominium Lot in the Subdivision, and reserve the use of said design for said Lot or Condominium Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Section 5 above prior to the expiration of said notice period.

The front exterior elevation of residences, including Units, shall be at least 25% brick stone or stucco. Cultured stone shall be permitted. Exposed poured concrete or concrete block no greater than twelve (12) inches shall be permitted on any residence. Where block or concrete would otherwise be exposed, it must be covered by the exterior building material. The roofing on all dwellings shall consist of wood shakes, tile or dimensional shingles. In no event shall conventional asphalt shingles be permitted.

All residences shall include an attached garage containing a minimum of Five Hundred (500) square feet.

Each house shall contain sufficient garage space to curtail the need for the construction of an accessory storage building or other structure which is detached from the residence. No accessory building is permitted other than for a swimming pool accessory building, and same shall be of the same materials and architectural design as the principal residence and shall always be kept in the same color scheme as the residence structure. A swimming pool accessory building may be permitted or denied at the sole discretion of the Committee. In no event shall more than

one (1) swimming pool accessory building be constructed on any Lot. In no event shall any swimming pool accessory building exceed One Hundred Fifty (150) square feet of floor space. If the Committee does grant permission for a swimming pool accessory building, the Committee shall have the right to require landscape screening of same.

7. **MINIMUM SQUARE FOOTAGE REQUIREMENTS.** Houses constructed on Lots in the Subdivision shall have a minimum square footage of living space as follows:

a. One-story houses shall have a minimum square footage of living space of not less than One Thousand Six Hundred (1,600) square feet.

b. Two-story houses shall have a minimum square footage of living space of not less than One Thousand Nine Hundred (1,900) square feet.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. Square footage of living space shall not include any space for which the floor is located below grade.

8. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one (1) year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the Lot Owner shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot Owner shall be responsible to see that his contractor maintains a constant cleanup of all scraps, paper and other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. In the event that the Lot Owner or owner's contractor shall fail in this responsibility, Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and shall be entitled to collect from the Lot Owner all expenses for same incurred by Developer.

During any earth moving activities for structures and/or appurtenant structures, erosion control practices shall be installed to prevent sediment from leaving the immediate construction area and/or Lot or Condominium Lot.

9. **PRESERVATION OF TREES.** No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by well or islands and proper grading in such a manner as may be required by the Committee. Existing live trees with a diameter of eight inches or more at a height of four feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway and any and all other structures on any lot.

10. **BUILDING SETBACKS.** It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as to each specific Lot.

Therefore, although the minimum building offsets (unless otherwise noted on recorded plat) are: (i) twenty-five (25) feet from all street property lines; (ii) six (6) feet from all side property lines; and (iii) ten (10) feet from all rear property lines.

Such site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Committee, in its sole discretion, may alter the offsets to the minimum allowed by City of Port Washington ("City") if it determines, in its sole discretion, that site conditions so require.

In no instance shall the Committee allow a lesser offset or setback than required by City.

11. **SPECIAL RESTRICTIONS ON CERTAIN LOTS.**

a. No existing tree shall be cut down, destroyed, mutilated, moved or disfigured without the approval of the Committee. All existing trees shall be considered by the Committee in granting approval for the location of the residence, driveway and standard amenities such as a deck, patio or pool.

b. The improvement of any Lot or Condominium Lot adjacent to an Outlot containing a Storm Sewer & Maintenance Easement and/or a Drainage Easement is limited in that any usage and/or grading which could interfere with the elevations established for the surface water drainage systems is prohibited.

c. Each Lot Owner whose Lot abuts or is adjacent to delineated wetlands shall not mow or otherwise disturb any areas located in a delineated wetland or other environmentally sensitive areas restricted from mowing.

12. **DRIVEWAYS.** Each Lot Owner shall, within one year of the date of issuance of an occupancy permit for a residence on a lot, install a hard surface driveway.

13. **HEIGHT OF GRADE.** Each Lot Owner shall strictly adhere to and finish grade the Owner's Lot in accordance with the Master Grading Plan on file in the office of Developer and in the office of the City Building Inspector unless the City Engineer approves a change. Developer, City and/or its or their agents, employees, or independent contractors shall have the right to enter upon any lot, at any time, for the purposes of inspection, maintenance and/or correction of any drainage conditions, and the lot owner shall be responsible for cost of the same.

14. **NUISANCES.** No noxious or offensive activities shall be carried on upon any Lot or Condominium Lot or Outlot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

15. **STORAGE TO BE IN PERMANENT STRUCTURES.** No overnight outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on any Lot or Unit, except that the Committee, in its sole discretion, may permit the regular overnight parking of one (1) or more private passenger vehicles on the driveway of any Lot. A private passenger vehicle is defined as an automobile, pick up truck and/or van which is fully licensed and operable and is in regular use as a private vehicle. A private

passenger vehicle does not include any vehicle which contains any signage indicating that it is used for business purposes, nor does it include any pick up truck or van used for trade or business purposes, including but not limited to a contractor's vehicle or a delivery vehicle. In arriving at a decision of whether or not to permit the regular overnight outside parking of a private passenger vehicle, the Committee may take into consideration the appearance of the vehicle for which approval is sought. Regular overnight parking of any private passenger vehicle on any driveway on any lot is expressly prohibited unless and until approval for same is granted by the Committee. All inside storage on any Lot shall be in a permanent building which has been constructed with the approval of the Committee. No storage of any vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on Common Area Outlots at any time.

16. **ANIMALS AND LIVESTOCK AND POULTRY.** No animals may be raised, bred or kept on any lot or Outlot except that dogs, cats, or other household pets may be kept on a Lot or within a Unit (subject to additional restrictions, if any, imposed by the Condominium Declaration) providing they are not kept, bred or maintained for any commercial purposes. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, horses, goats or pigs of any kind.

17. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, but only during the construction and sales period, such signs as may be used by Developer in conjunction with initial lot sales in the Subdivision, or one or more of the Subdivision entrance signs erected by Developer and/or by the Association. No sign of any kind shall be displayed to the public view on the Condominium Lots or Outlots without the express consent of Developer.

18. **LAWN AND YARD.** Each Lot Owner shall maintain such owner's Lot at its sole expense. All buildings, improvements and landscaping shall be kept in good repair and a clean condition, including without limitation the mowing of lawns, trimming of plants, repainting and repair of structures, removal of snow and ice from drive and walk areas, repairing of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment with the Subdivision in accordance with the declared general purpose of the Declaration. No Lot or Outlot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on a Lot, except in sanitary containers.

19. **ANTENNAE.** No exterior antennae (other than a dish-type antenna not exceeding twenty-four (24) inches in diameter) shall be permitted in the Subdivision without the approval of the Committee, which permission may be denied in the sole discretion of the Committee. In reviewing a request for an exterior antenna, the Committee shall take into account the location and visibility of the antenna as to whether it may be seen by adjacent Lot Owners or persons moving in any public street or open space area. In no event shall any dish-type antennae in excess of twenty-four (24) inches in diameter be allowed anywhere in the Subdivision. Dish-type antennae not exceeding twenty-four (24) inches in diameter are, however, expressly permitted, providing no more than one (1) such exterior small dish antenna shall be located on any Lot.

20. **FENCES.** No fencing shall be allowed on any Lot or Condominium Lot without the prior approval of the Committee. In reviewing any request for a fence, the Committee shall take into consideration the height, materials, color and appearance, as well as the goal of preserving the open natural feeling of the Subdivision.

21. **DECORATIVE WELCOMING LIGHTS.** A light post and dusk to dawn lantern shall be installed on each Lot by its owner, at the owner's expense, prior to the issuance of an occupancy permit for the principal residence. Said light post and lantern shall, unless otherwise permitted by the Committee, in its sole discretion, be located a minimum of five (5) feet and a maximum of ten (10) feet from the street right-of-way and adjacent to the driveway. Said light shall be elevated at a height of not less than six (6) feet, have a maximum wattage of fifty watts high pressure sodium (HPS), and shall be illuminated by the owner of the Lot from dusk to dawn by means of photo cell. All such light posts and lanterns shall be of the size, style and color specified by the Committee, so that all such light posts and lanterns have a uniform appearance throughout the Subdivision.

22. **MAILBOX.** All mailboxes and mailbox support posts shall be of uniform size, style, color and materials, as determined by the Committee.

23. **EASEMENT.** Developer may at its sole discretion grant easements to the public utilities to service Lots or Condominium Lots within Subdivision.

24. **SWIMMING POOLS.** Inground swimming pools shall be permitted on Lots, subject to the approval of the Committee, if they meet City and Ozaukee County ("County") ordinances and specifications. The terms inground and aboveground are terms that shall classify pool products. Pool manufacturer data shall be reviewed by the Committee to ensure product is not an aboveground pool product. Round configurations are not allowed. All pool products sold as aboveground pools or on ground products are expressly prohibited. The entire outer perimeter walls of pools shall be completely backfilled. Installation method shall not void pool manufacturer's warranty.

25. **ZONING AND BUILDING RESTRICTIONS.** Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of City, County, the State of Wisconsin ("State") and the federal government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any city, county, state or federal law or regulation, the more restrictive provisions shall apply.

26. **OUTLOT(S).** Outlots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) as shown on the Plat for Subdivision are hereby established as "Common Areas" for the use and benefit of all Lots Owners in Subdivision, and their respective guests and invitees. Each Lot Owner shall have an equal undivided interest in said Common Areas, and all deeds and other conveyances of any Lot, Condominium Lot or Unit in the Subdivision shall be deemed to include the equal undivided interest in said Common Areas, whether or not so specifically stated in any such deed or other conveyance. The Owner's Association to be established as set forth in this Declaration shall be responsible for the management and maintenance of said Common Areas, and shall be entitled to establish reasonable rules and regulations regarding the use of said Common Areas, which rules and regulations shall apply equally to all Lot Owners and their respective guests and invitees. Such rules and regulations may be established either by majority vote of the Board of Directors of the Association, or by majority vote of the Association membership, provided, however, that the Board of Directors shall not be entitled to amend, modify, or rescind any rule or regulation established by majority vote of the Association membership. The Association shall further have the right to grant easements on, over and across said Common Areas.

The following activities are expressly prohibited unless and until the Association and/or the Board of Directors of the Association establish express rules and regulations permitting same, in which event such use shall be subject to conditions and limitations contained in the rules and regulations as so enacted:

a. Household pets are prohibited from being on the Common Areas unless and until permitted by rules and regulations.

b. No motorized vehicles of any type, including but not limited to all-terrain type vehicles, snowmobiles, motorcycles, automobiles, trucks and other on-road or off-road type vehicles may be used or ridden on the Common Areas at any time, unless permitted by the rules and regulations, and/or except as may be used or authorized by the Association or the Board for the purpose of maintaining the Common Areas.

The foregoing provisions shall not be interpreted so as to require the Association or the Board to enact rules or regulations allowing any of the foregoing uses at any time. Further, the foregoing provisions shall not be interpreted so as to prohibit the Association or the Board from enacting rules or regulations prohibiting other uses of all or any portion of the Common Areas.

27. **PARADE OF HOMES.** Developer discloses that Developer may arrange for the Subdivision or any portion thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by Buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow downs and large crowds, and may continue for a period of several weeks. Each grantee to a deed or other conveyance to a Lot, Condominium Lot or Unit is deemed by such grantee's acceptance thereof, to acknowledge and consent to the possibility of such an event and is deemed to waive any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on Developer's individual needs.

28. **DIVISION OF LOTS.** No future division or subdivision of any Lot subject to this Declaration shall be permitted.

29. **AMENDMENTS TO DECLARATION.** This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least seventy-five (75) of the Lots and fifty-one (51) of the Units; provided, however, so long as Developer owns any Lot in the Subdivision, no amendment to or modification to this Declaration shall become effective unless approved by and executed by Developer. Amendments shall only become effective if adopted pursuant hereto and then upon recordation in the office of the Register of Deeds for County ("Register"). In the event there is more than one (1) owner of any Lot or Unit in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot or Unit shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot or Unit join in the execution of such amendment, unless such other owner or owners of said Lot or Unit have recorded in the Register prior to the date of execution of such amendment by any other owner of such Lot or Unit, a notice setting forth the fact that approval of any amendment on behalf of such lot or condominium unit shall not be effective without the approval of the owner filing such notice.

30. **ENFORCEMENT.** The restrictions and covenants herein contained may be enforced by Developer and/or by any Lot or Unit owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings

may seek to recover damages and/or demand compliance. No enforcement action with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement, or alteration of such structure or improvement.

31. **TERM.** These restrictions shall run with the land and be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration is recorded. Following the initial forty (40) year period, these restrictions shall be automatically renewed for a subsequent forty (40) year period, and for subsequent forty (40) year periods thereafter, unless prior to the expiration of a forty (40) year period seventy-five percent (75%) of the owners of Lots or Units in the Subdivision agree to terminate these restrictions, and written proof of the agreement to terminate these restrictions is given to City.

32. **SEVERABILITY.** Invalidity of one or more provisions of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. **OWNER'S ASSOCIATION.** An owner's association ("Association") shall be created by Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining the Common Areas. Said Association shall be established as follows:

a. The Association shall be established as a nonstock, nonprofit corporation. Each owner of a Lot or Unit shall be a member of the Association, and such owner shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot and Unit. Pending sale of all Units to purchasers, the owner of the Condominium Lots shall hold sixty-eight (68) votes, less one vote per Unit sold, which votes shall pass to the transferees of such sold Units.

b. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

c. Each Lot, Condominium Lot and Unit in the Subdivision shall be subject to assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, Condominium Lot or Unit, and, except as set forth below with respect to County or City, the personal obligation of each Lot owner and/or Condominium Lot owner, until paid. Each Lot and Unit shall be assessed an equal share of said expenses. Pending sale of all Units to purchasers, the owner of the Condominium Lots shall be assessed sixty-eight (68) shares, less one share per Unit sold, which shares shall pass to the transferees of such sold Units. In the event County and/or City become owners of any Lot or Unit through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of County or City with respect to fees or assessments imposed by this Declaration. Further, in the event County and/or City become an Owner of any Lot or Unit through the tax delinquency process, neither County nor City shall have any personal obligation for the payment of Association assessments.

d. The Articles and Bylaws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

e. Said Association shall continue, as a nonprofit corporation in good standing with the Secretary of State for so long as these restrictions are in effect.

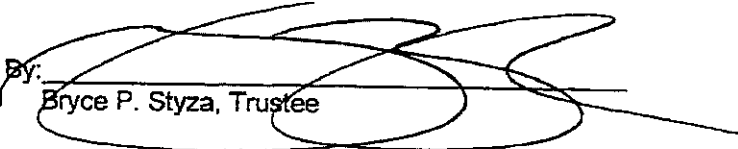
34. **COMMON AREAS.** The Association has the responsibility of properly maintaining all Common Areas within the Subdivision. In the event the Association does not properly maintain any Common Area, City may send written notice to the Association indicating that City has determined that the Common Area is not being properly maintained and further indicating City will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. This notice is not required in case of any emergency. If the Common Area is not properly maintained within the time granted in a notice, or in the case of an emergency, an easement is reserved to Developer, the Association and City over the Common Area for the maintenance of signs, drainage tile, swales, streams and other storm sewer and drainage system elements as shown on the Plat, Storm Water Management Plan, and/or other plans. Should it become necessary for City to maintain the signs, or clear or maintain the drainage systems, easements or retention areas, the Association, or each or any of the Owners shall be specially assessed pursuant to Wis. Stat. Section 66.0703 or specially charged pursuant to Wis. Stat. s. 66.0627 for any expenses incurred by City. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. If such special assessments or special charges are not paid within the time allowed by City, they shall become a lien against the property assessed or charged, and shall be included in the tax roll for collection and settlement.

The Common Areas are defined as those areas in the Subdivision that Association is obligated to maintain, and includes: (i) Outlots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10); (ii) storm water ponds located in Outlots Six (6) and Seven (7) including all related storm water facilities; (iii) Storm Sewer & Maintenance and Drainage Easements; and (iv) permanent sign(s) identifying the Subdivision.

35. **NO FEES OR SPECIAL ASSESSMENTS IN EVENT OF TAX FORFEITURE.** Neither County nor City shall be liable for any fees, special assessments or special charges in the event that County or City becomes the owner of any Lots or Units in the Subdivision by reason of tax delinquency.

Executed as of the date set forth above.

DEVELOPER:
BRYSON ASSOCIATES, LLP
BY: ITS MANAGING PARTNER,
BRYCE P. STYZA REVOCABLE TRUST

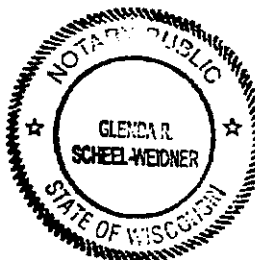
By: 
Bryce P. Styza, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 28th day of February, 2006, the above-named Bryce P. Styza, as the Trustee of the Bryce P. Styza Revocable Trust, Managing Partner of Bryson Associates, LLP, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Glenda R. Scheel-Weidner
Notary Public, Wisconsin
My Commission expires May 7, 2006



Drafted by and Return to:
Mr. Bryce P. Styza, Trustee
Bryson Associates, LLP
PO Box 966
Waukesha, WI 53187-0966

AFFIDAVIT

Document Number

Document Title

AFFIDAVIT REGARDING FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR MISTY RIDGE
SUBDIVISION

Michael D. Weiss, (the "Affiant") being first duly sworn on oath
deposes and states as follows:

1. He is the Vice-President of Misty Ridge Community Association, Inc. (the "Association").
2. Attached hereto as Exhibit A is a correct copy of the First Amendment to Declaration of Restrictions For Misty Ridge Subdivision (the "Amendment").
3. This Affidavit ("Affidavit") and the Amendment are being recorded against the property described on Exhibit A to the Amendment to provide notice of the Amendment.

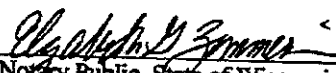
IN WITNESS WHEREOF, Affiant has executed this Affidavit this
26 day of June, 2012.



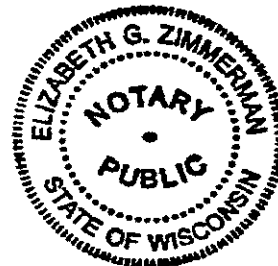
Michael D. Weiss, as Vice-President of
Misty Ridge Community Association, Inc.

STATE OF WISCONSIN)
Milwaukee COUNTY) ss

Personally came before me this 26 day of June, 2012, the above-named Michael D. Weiss, as Vice-President of Misty Ridge Community Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission expires: 5/29/14

This Instrument Drafted by:
Lucas N. Roe, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202



0966883

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/27/2012 12:52 PM
REC FEE: 30.00
PAGES: 10
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area

Name and Return Address

Lucas N. Roe, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

See Exhibit A to Amendment

Parcel Identification Number (PIN)

EXHIBIT A

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR MISTY
RIDGE SUBDIVISION**

Return to:

Lucas N. Roe, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

See Exhibit A
Parcel Numbers

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR MISTY RIDGE SUBDIVISION**

This First Amendment to Declaration of Restrictions for Misty Ridge Subdivision (this "Amendment") is made by Bryson Associates, LLP (the "Developer") and the undersigned owners.

RECITALS:

A. Developer subjected the 101 residential lots and Outlots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Misty Ridge Subdivision (the "Subdivision"), in the City of Port Washington, Ozaukee County, Wisconsin and more particularly described on Exhibit A attached hereto to the conditions, restrictions, covenants, reservations and easements contained in that certain Declaration of Restrictions dated February 28, 2006 and recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin on March 1, 2006 as Document No. 0836969 (the "Declaration").

B. Outlots 2 and 3 of Misty Ridge Subdivision have been further subdivided into a total of eight lots as shown on Certified Survey Map ("CSM") No. 3831 recorded in Office of the Register of Deeds of Ozaukee County on June 7, 2012 as Document No. 0965763 ("CSM 3831") and CSM No. 3832 recorded in the Office of the Register of Deeds of Ozaukee County on June 7, 2012 as Document No. 0965764 ("CSM 3832").

C. In accordance with the procedure set forth in Section 29 of the Declaration, Developer and the undersigned owners now desire to amend the Declaration as set forth herein.

AMENDMENT

NOW THEREFORE, the Developer and undersigned owners hereby amend the Declaration as follows:

1. Terms that are capitalized but not defined in this Amendment that are defined in the Declaration shall have the meanings assigned to those terms under the Declaration.

2. Section 1 of the Declaration is hereby amended to provide that the property subject to the Declaration is described as follows:

"Lots 1 to 101 and Outlots 1, 4, 5, 6, 7, 8, 9 and 10, of Misty Ridge Subdivision being a subdivision of part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, all in Township 10 North, Range 22 East, in City of Port Washington, Ozaukee County, Wisconsin, Lots 102 to 105 of CSM 3832 and Lots 106 to 109 of CSM 3831."

3. The third through sixth sentences of Section 3 of the Declaration are hereby amended and restated in their entirety as follows:

"The term "Lot" as used in this Declaration shall be construed to mean only the residential lots numbered one (1) through one hundred one (101) of Misty Ridge Subdivision, Lots one hundred two (102) to one hundred five (105) of CSM 3832 and Lots one hundred six (106) to one hundred nine (109) of CSM 3831. Outlot one (1) of Misty Ridge Subdivision is defined as the "Condominium Lot" and is intended for residential condominium development of up to a total of twenty-one (21) condominium units (each, a "Unit" and two or more, "Units"). Outlots numbered four (4), five (5), six (6), seven (7), eight (8), nine (9) and ten (10) of Misty Ridge Subdivision are intended as "Common Areas" for the benefit of the Lots and Units and to be maintained by and at the expense of the Lot Owners. The term "Lot Owner(s)" as used in this Declaration shall be construed to mean both the owners of Lots one (1) through one hundred one (101), Lots one hundred two (102) to one hundred five (105) of CSM 3832 and Lots one hundred six (106) to one hundred nine (109) of CSM 3831, and owner(s) of condominium units constructed on Outlot One (1)."

4. The first paragraph of Section 6 of the Declaration is amended and restated in its entirety as follows:

"DWELLINGS AND OTHER STRUCTURES. All of Lots One (1) through One hundred-one (101), Lots one hundred two (102) to one hundred five (105) of CSM 3832 and Lots one hundred six (106) to one hundred nine (109) of CSM 3831 shall be used only for single family residential purposes and the construction of one single family detached dwelling on each lot. The Condominium Lot consisting of Outlot One (1) shall be used only for single family residential condominium and two-family residential condominium purposes. All structures (principal or accessory) shall be designed by a home designer, registered architect or equally qualified individual or firm."

5. The first sentence of Section 29 of the Declaration is amended and restated in its entirety as follows:

"AMENDMENTS TO DECLARATION. This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least eighty-one (81) of the Lots and fifteen (15) of the Units; provided, however, so long as Developer owns any Lot in the Subdivision, no amendment to or modification to this Declaration shall become effective unless approved by and executed by Developer. "

6. The last sentence of Section 33.a. of the Declaration is hereby deleted.

7. The second and third sentences of Section Section 33.c. of the Declaration are hereby amended and restated in their entirety as follows:

"Each Lot and Unit shall be assessed an equal share of said expenses, except beginning in the year 2013 and thereafter, Lots 104 and 105 of CSM 3832 and Lots 106 to 109 of CSM 3831 shall be assessed 3 shares."

8. Except as amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, this Amendment shall control.

[SIGNATURE PAGES FOLLOW]

DEVELOPER AND OWNER SIGNATURE PAGE TO AMENDMENT:

BRYSON ASSOCIATES, LLP

By: Bryce P. Styza Revocable Trust, Managing
Member

By: 
Bryce P. Styza, Trustee

Bryson Associates, LLP, in addition to being the Developer, is also the owner of the following
Lots: 3-6, 8-9, 11, 12, 14-20, 22, 24, 26, 27, 30, 38-40, 46, 63, 67-68, 71, 74, 76, 94, 96,
98 and 101 (34 Lots).

ACKNOWLEDGMENT

State of Wisconsin)
County of Waukegan) ss.

Personally came before me this 14 day of May, 2012, the above-named
Bryce P. Styza, as the Trustee of the Bryce P. Styza Revocable Trust, Managing Partner of
Bryson Associates, LLP, to me known to be the person who executed the foregoing instrument in
such capacity and acknowledged the same.




Name: Paul G. Hoffman
County of Waukegan, State of Wisconsin
My Commission is permanent

OWNER SIGNATURE PAGE TO AMENDMENT:

MR PORT WASHINGTON, LLC

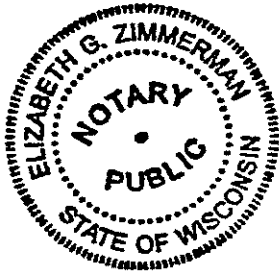
By 
Michael D. Weiss, Manager

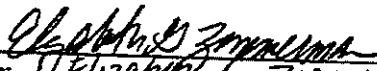
MR Port Washington, LLC is the owner of Units 1925, 1929, 1935, 1939, 1945, 1949, 1956, 1960, 1966, 1970, 1976, 1980, 1986, 1990, 1996 and Outlots 2 and 3 of Misty Ridge Subdivision (equal to 62 total Units).

ACKNOWLEDGMENT

State of Wisconsin)
County of Milwaukee) ss.

Personally came before me this 26 day of June, 2012, the above-named Michael D. Weiss, as Manager of MR Port Washington, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.




Name: Elizabeth G. Zimmerman
County of Milwaukee, State of Wisconsin
My Commission expires 5/29/16

This document was drafted by:

Lucas N. Roe, Esq.
Reinhart Boerner Van Deuren s.c.

ADDITIONAL OWNER SIGNATURE PAGE(S) TO AMENDMENT:

Christopher D. Lorentzen
 Name: CHRISTOPHER D. LORENTZEN
 Lot/Unit No.: 1810

Shandra Rose
 Name: Shandra Rose
 Lot/Unit No.: 310

Scott Johnson
 Name: Scott Johnson
 Lot/Unit No.: 65

Brian McGivern
 Name: Brian McGivern
 Lot/Unit No.: 25

Kimberly J. White
 Name: KIMBERLY J. WHITE
 Lot/Unit No.: 34

Chris Sumner
 Name: CHRIS SUMNER
 Lot/Unit No.: 43

Terry McWilliams
 Name: Terry McWilliams
 Lot/Unit No.: 42

Jeff Metzger
 Name: Jeff Metzger
 Lot/Unit No.: 99

John Rheunier
 Name: John Rheunier
 Lot/Unit No.: 69

Margaret Thall
 Name: Margaret Thall
 Lot/Unit No.: 10

Mitchell Larson
 Name: Mitchell Larson
 Lot/Unit No.: 66

Jimmy O'Brien
 Name: JIMMY O'BRIEN
 Lot/Unit No.: 62

Barbara J. Streiff
 Name: Barbara J. Streiff
 Lot/Unit No.: 58

Chris Olsen
 Name: CHRIS OLSEN
 Lot/Unit No.: 41

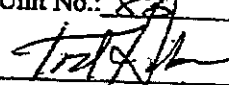
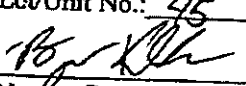
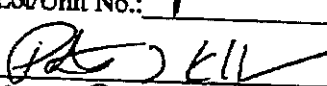
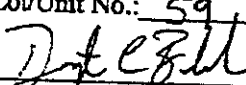
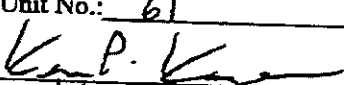
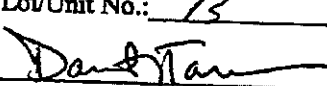
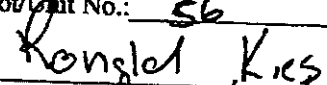
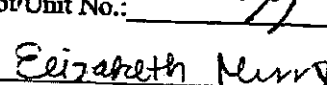
Scott Martens
 Name: SCOTT MARTENS
 Lot/Unit No.: 35

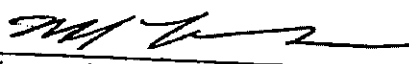
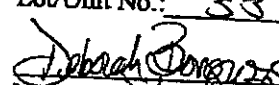
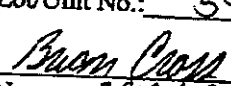
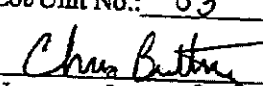
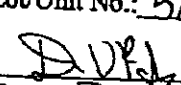
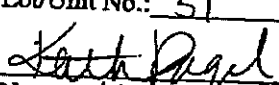
Rachael Crawford
 Name: Rachael Crawford
 Lot/Unit No.: 33

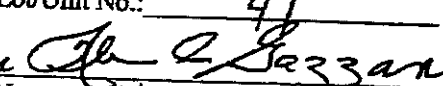
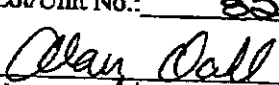
Mark Yearling
 Name: MARK YEARLING
 Lot/Unit No.: 32

Douglas Carlson
 Name: DOUGLAS CARLSON
 Lot/Unit No.: 81

ADDITIONAL OWNER SIGNATURE PAGE(S) TO AMENDMENT:


 Name: Dan Burges
 Lot/Unit No.: 83

 Name: Tsch Huber
 Lot/Unit No.: 46

 Name: Bryan Kaschak
 Lot/Unit No.: 1

 Name: Patrick J. Kelley
 Lot/Unit No.: 59

 Name: DAYTON C. BEHNKE
 Lot/Unit No.: 61

 Name: KEVIN P. KOUZES
 Lot/Unit No.: 73

 Name: DANIEL J. TARRENCE
 Lot/Unit No.: 56

 Name: Ronald Kies
 Lot/Unit No.: 77

 Name: Elizabeth Merry
 Lot/Unit No.: 79


 Name: MANIK EMARUROW
 Lot/Unit No.: 55

 Name: Deborah Bongiorno
 Lot/Unit No.: 54

 Name: BRIAN CROSS
 Lot/Unit No.: 63

 Name: Chris Buttrum
 Lot/Unit No.: 52

 Name: DON PASHAK
 Lot/Unit No.: 51

 Name: Kathleen Pagel
 Lot/Unit No.: 49

 Name: Thomas P. Olberg
 Lot/Unit No.: 47

 Name: Karen Gazzana
 Lot/Unit No.: 82

 Name: Alan Dahl
 Lot/Unit No.: 44

ADDITIONAL OWNER SIGNATURE PAGE(S) TO AMENDMENT:

Karl J. Cummings
 Name: Karl J. Cummings
 Lot/Unit No.: 48

Melissa White
 Name: Melissa White
 Lot/Unit No.: 37

Sandra Grams
 Name: Sandra Grams
 Lot/Unit No.: 90

Sue Klomax
 Name: SUE KLOMAX
 Lot/Unit No.: 2

Douglas Dicks
 Name: Douglas Dicks
 Lot/Unit No.: 7

Mike + Orli Yelin
 Name: Orli Yelin
 Lot/Unit No.: 28

Lori Burt
 Name: Lori Burt
 Lot/Unit No.: 21

Mary Mark
 Name: Mary Mark
 Lot/Unit No.: 0.100

Karen Chapman
 Name: Karen Chapman
 Lot/Unit No.: 97

Suzanne Echeverria
 Name: Suzanne Echeverria
 Lot/Unit No.: 93

Collette Piantek
 Name: Collette Piantek
 Lot/Unit No.: 92

Michael Sanders
 Name: Michael Sanders
 Lot/Unit No.: 91

Matthew A. Pannons
 Name: MATTHEW A. PANNONS
 Lot/Unit No.: 95

Malayna Strudeman
 Name: Malayna Strudeman
 Lot/Unit No.: 88

Diana Pasten
 Name: Diana Pasten
 Lot/Unit No.: 84

Name: _____
 Lot/Unit No.: _____

Name: _____
 Lot/Unit No.: _____

Name: _____
 Lot/Unit No.: _____

EXHIBIT A

LEGAL DESCRIPTION
[Tax Parcel Numbers Not Required]

Lots 1 to 101 and Outlots 1, 4, 5, 6, 7, 8, 9 and 10, of Misty Ridge Subdivision being a subdivision of part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, all in Township 10 North, Range 22 East, in City of Port Washington, Ozaukee County, Wisconsin.

Lots 102 to 105 of CSM No. 3832 recorded in the Office of the Register of Deeds of Ozaukee County on June 7, 2012 as Document No. 0965764, being a redivision of Outlot 3 of Misty Ridge, Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Town 10 North, Range 22 East, City of Port Washington, Ozaukee County, Wisconsin.

Lots 106 to 109 of CSM No. 3831 recorded in the Office of the Register of Deeds of Ozaukee County on June 7, 2012 as Document No. 0965763, being a redivision of Outlot 2 of Misty Ridge, Part of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Town 10 North, Range 22 East, City of Port Washington, Ozaukee County, Wisconsin.