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1188298**JENNIFER J. LAURIN
OZAUKEE COUNTY
REGISTER OF DEEDS
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**AMENDED AND RESTATED
DECLARATION OF
COVENANTS,
CONDITIONS,
RESTRICTIONS AND
EASEMENTS OF
NORTHERN GATEWAY
HOMES SUBDIVISION**

Document Number

Document Title

Recording Area

This Document was drafted by and
should be Returned to:

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PINS: See Exhibit A

**AMENDMED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF NORTHERN GATEWAY HOMES SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF NORTHERN GATEWAY HOMES SUBDIVISION (“Declaration”) is made as of the 31st day of July, 2026 (“Effective Date”), by Northern Gateway Homes, LLC, a Wisconsin limited liability company (“Declarant”).

RECITALS

A. Declarant caused that certain Declaration of Covenants, Conditions, Restrictions and Easements of Northern Gateway Homes Subdivision to be recorded with the ROD on July 31, 2026, as Document No. 1186778 (“Original Declaration”), and Declarant desires to amend and restate the Original Declaration in its entirety. Declarant, pursuant to Section 13.1 of the Original Declaration, has full authority to enter into this Declaration, and amend the Original Declaration, as set forth herein.

B. Declarant is the owner of the real property located in the Village of Saukville, Ozaukee County, Wisconsin, as further described in Exhibit A, attached hereto (the “Property”).

C. Declarant desires to develop the Property as a planned single-family home development to be known as “Northern Gateway Homes”. For clarification, Lot 41, as shown on the Plat of Northern Gateway First Addition, a copy of which is attached hereto as Exhibit B (the “Plat”), is excluded from this Declaration.

D. Declarant desires to subject the Property to covenants, conditions, restrictions, reservations and easements as set forth in this Declaration for the benefit of the Declarant, the Property, and each owner of the Property.

E. The Property is part of larger development known as Northern Gateway (“Master Development”), which is described and depicted on that certain Plat of Northern Gateway recorded in the office of the Ozaukee County Register of Deeds (“ROD”) on November 16, 2023, as Document No. 1154197, as may be amended (the “Master Plat”).

F. The Master Development was organized pursuant to that certain Declaration of Development Standards, Easements and Protective Covenants for Northern Gateway, which was recorded in the ROD on May 2, 2024, as Document No. 1158444, as may be amended (“Master Declaration”).

G. The Master Development is subject to that certain Development Agreement with the Village of Saukville dated August 31, 2022, which was memorialized by that certain Memorandum of Development Agreement recorded in the ROD on January 23, 2023, as Document No. 1145389, as may be amended (collectively, the “Development Agreement”).

H. Declarant, or its affiliate, will complete each Residence and Residence Building (each as defined below) within Northern Gateway Homes pursuant to the design standards dated August 1, 2025, as may be amended from time to time ("Design Matrix"), a copy of which is on file with the Village of Saukville.

NOW THEREFORE, the Declarant declares that the Property shall be held, sold, conveyed, transferred, used, improved, operated and leased subject to this Declaration. Declarant hereby amends and restates the Original Declaration in its entirety as set forth herein.

1.

STATEMENT OF PURPOSE AND GENERAL PROVISIONS.

1.1. Nature of Easements and Obligations. The easements and rights granted, together with the obligations, covenants, conditions and restrictions imposed in this Declaration are, and shall be, irrevocable, perpetual and appurtenant to and run with the land and shall inure to the benefit of and be binding upon the owners of the Property, and their respective successors and/or assigns.

1.2. Purpose and Intent. The purpose and intent of this Declaration is to ensure that the Property is developed in an appropriate manner to achieve the following goals:

- (a) to protect and enhance the value of the Property and the improvements constructed on the Property through the encouragement¹ of development which is well planned and maintained in a quality manner;
- (b) to create an attractive and efficient integrated residential community through sound land use, planning and design standards;
- (c) to ensure harmonious relationships among each Lot, as hereinafter defined, including development, architecture, and landscaping of each Lot; and,
- (d) to ensure the operation and maintenance of the Common Elements, as hereinafter defined, in a manner consistent with the purposes described herein.

1.3. Definitions.

- (a) "Alterations" shall mean changes to the exterior appearance of a Building, as hereinafter defined, or to any additions, projections and extensions to a Building.
- (b) "Annual Assessment" shall have the meaning as set forth in Section 8.4.
- (c) "Association" shall mean the nonstock, nonprofit Wisconsin corporation known as Northern Gateway Home Owners

Association, Inc., whose membership consists of Owners, as hereinafter defined, created by the Declarant for the purpose of implementing and enforcing the provisions of this Declaration and maintaining and protecting the Common Elements.

- (d) "Board" or "Board of Directors" shall mean the board of directors of the Association as appointed or elected in accordance with the Bylaws, as hereinafter defined.
- (e) "Budget" shall have the meaning as set forth in Section 8.4.
- (f) "Building" or "Buildings" shall mean any structure constructed on the Property, and all additions, projections and extensions thereto, including, but not limited to a Residence Building (as defined below).
- (g) "Bylaws" shall mean the document that governs the affairs of the Association to be enacted by the Declarant as incorporator of the Association.
- (h) "Common Elements" shall mean all areas, improvements, structures, fixtures, landscaping, plantings, signs, and any other materials, equipment, property, items or services which are established, owned, acquired, constructed, utilized or maintained by the Association for the general or common benefit or enhancement of the Property consistent with the purposes and intent of this Declaration, including, without limitation, the Outlots as shown on the Plat, and all landscaping and plantings associated with the Outlots, as hereinafter defined.
- (i) "Common Expenses" shall have the meaning as set forth in Section 8.1.
- (j) "Design Matrix" shall have the meaning as set forth in the Recitals.
- (k) "Development Agreement" shall have the meaning as set forth in the Recitals.
- (l) "Drainage Plan" shall mean the master drainage plan for the Property established by the Declarant and approved by the Village in accordance with the Village Ordinances (as defined herein), as applicable, a copy of which is on file with the Association, as such plan may be amended from time to time with the approval of the Village in accordance with the provisions of this Declaration.
- (m) "Drainage Ponds" shall mean the Drainage Ponds shown on the Plat, and all pipes, equipment and drainage swales connecting the Ponds

as set forth in the Drainage Plan, including but not limited to the french-drain sump discharge piping.

- (n) “Hazardous Materials” shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, oil hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation Recovery Act, as amended, the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, or any other applicable Law, whether existing as of the date hereof, previously enforced, or subsequently enacted.
- (o) “Improvement” or “Improvements” shall mean any grading, landscaping, structure, installation on, or other modification of, the Property other than a Building.
- (p) “Laws” shall mean any statutes, laws, codes, ordinances, rules and regulations of all government authorities having jurisdiction over a matter, including but not limited to the Village Ordinances.
- (q) “Lot” shall mean any of the fifty (50) single family and side-by-side residential lots shown on the Plat.
- (r) “Master ACC” shall mean the Architectural Control Board as established under the Master Declaration.
- (s) “Master Association” shall mean the Northern Gateway of Saukville Owner's Association Inc., a Wisconsin non-stock corporation.
- (t) “Master Declaration” shall have the meaning as set forth in the Recitals.
- (u) “Master Development” shall have the meaning as set forth in the Recitals.
- (v) “Master Plat” shall have the meaning as set forth in the Recitals.
- (w) “Outlot” or “Outlots” shall mean each outlot generally shown on the Plat.
- (x) “Owner” or “Owners” shall mean any person or entity holding title to the fee interest in a Lot or the Outlots.
- (y) “Party Wall” shall mean the shared common wall between two Residences pursuant to a Party Wall Agreement (as defined below) to be recorded against the Lots upon which such Residences sit.

- (z) "Party Wall Agreement" shall have the meaning as set forth in Section 11.4
 - (aa) "Plat" shall have the meaning as set forth in the Recitals.
 - (bb) "Property" shall have the meaning as set forth in the Recitals.
 - (cc) "PUD" shall have the meaning as set forth in Section 2.3(a).
 - (dd) "Residence" or "Residences" shall mean all single-family residences on any of the Lots.
 - (ee) "Residence Building" shall mean Residences adjoined by a Party Wall.
 - (ff) "ROD" shall have the meaning as set forth in the Recitals.
- "Rules and Regulations" shall mean guidelines further governing Northern Gateway Homes enacted by the Board in accordance with the Bylaws, this Declaration, all Laws, and Village Ordinances (as defined herein).
- (gg) "Special Assessment" shall have the meaning as set forth in Section 8.5.
 - (hh) "Users" shall have the meaning as set forth in Section 2.2.
 - (ii) "Village" shall mean the Village of Saukville.
 - (jj) "Village Ordinances" shall mean those certain written laws adopted by the Village, as may be amended from time to time, including but not limited to PUD ordinances affecting the Property.

2.

USES, RESTRICTIONS, AND DESIGN STANDARDS.

2.1. General. All Buildings and Improvements constructed or to be constructed on the Property shall in each instance comply with each of the conditions, standards and restrictions hereinafter set forth, and shall be in compliance with all applicable Laws, including, but not limited to Village Ordinances, the Master Declaration, and this Declaration. Additionally, Owners shall obtain at their sole cost and expense all necessary government permits and approvals, to develop, use, and occupy their Lots as may be required pursuant to any applicable Laws. For avoidance of doubt and clarification, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.2. Master Declaration. All of the Property, including, but not limited to, Buildings and Improvements, are and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration. The Owner(s) of any Lot or Outlot, and all persons acquiring, leasing, subleasing or owning an interest in any Lot or Outlot, and their respective assigns, tenants, employees, customers, invitees, lessees, sublessees, guests, heirs, executors, administrators, devisees and successors (collectively, "Users"), agree to comply with the Master Declaration, as may be amended and/or restated, and other governing documents of the Master Association, including, but not limited to, the obligation to pay assessments as may be required under the Master Declaration and other governing documents of the Master Association. In the event of a conflict between this Declaration and the Master Declaration, the more stringent of the terms and conditions of the Master Declaration and this Declaration shall control.

2.3. Village Requirements.

- (a) **Development Agreement.** All of the Property, including, but not limited to, Buildings and Improvements, are and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Development Agreement. The Owner, and any person acquiring, leasing, subleasing or owning an interest in any Lot or Outlot in Northern Gateway Homes, and their respective assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors, shall comply with the Development Agreement. For avoidance of doubt and clarification, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.
- (a) **PUD.** The Property is subject to certain Planned Unit Development ("PUD") approvals from the Village and all conditions, restrictions, and requirements imposed thereby. All Lots, Buildings and Improvements shall comply with the applicable Laws, including but not limited to the Village Ordinance (i.e. the PUD ordinance(s) affecting the Property), as well as all Village-required approvals, and development standards, as may be amended from time to time by the Village. No Lot Owner shall take any action or permit any condition on their respective Lot that violates any Village Ordinance, including any such PUD ordinance requirements such as setbacks, land use restrictions, architectural requirements, and other zoning conditions. Any violation of the Village Ordinances (including any PUD ordinance requirements) shall be deemed a violation of this Declaration and subject to enforcement by the Association as permitted by law and this Declaration. The Association shall have the right, but not the obligation, to enforce compliance with the Village Ordinances (including any PUD ordinance requirements), however, any failure of the Association to enforce any provision shall not constitute a waiver of its right to do so in the future. For avoidance of doubt and clarification, nothing

herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

- (b) **Initial Construction; Design Matrix.** Declarant, or its affiliate, will complete each Residence and Residence Building in accordance with the Design Matrix (as defined above). This requirement to construct each Residence and Residence Building pursuant to the Design Matrix and shall only apply to Declarant, or its affiliates, for a period of five (5) years from the Effective Date. For avoidance of doubt and clarification, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.4. Use. All Lots may only be used for single-family residential purposes. Lots 7, 8, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 43, 44, 56, and 57, on the Plat are hereby restricted to allow the erection of only one (1) Residence Building that will share one (1) Party Wall with a Residence Building on the abutting Lot.

2.5. Parking. The Rules and Regulations shall govern the rules relating to parking. In addition, all Owner(s) and Users must comply with any and all Village Ordinances regarding parking and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.6. Pools and Fences. No pools or fences are allowed to be constructed or erected on a Lot without the prior written consent of the Board. Fencing must be of a black metal material, as further provided in the Rules and Regulations. In addition, all Owner(s) and Users desiring to construct a pool and/or fence must comply with Village Ordinances and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.7. Storage Buildings, Tents and Sheds. Storage buildings, tents and sheds are not allowed to be constructed, installed, or located on any Lot.

2.8. Materials, Finishes and Design Considerations. All Buildings, Improvements, and Alterations constructed on a Lot or Outlot shall be subject to the prior written approval of the Board to the extent required in the Declaration, except for any Lot or Outlot owned or controlled by the Declarant. The Rules and Regulations relating to the Buildings, Improvements, and Alterations shall govern to ensure aesthetic compatibility, and must be in compliance with both this Declaration and the Master Declaration, as applicable. In addition, all Owner(s) and Users desiring to construct any Buildings, Improvements, and Alterations must comply with Village Ordinances and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.9. Landscape Design. All landscape Improvement design and installation (a) shall be aesthetically compatible and consistent with the Master Declaration, (b) shall not interfere with the Drainage Plan, and (c) shall be subject to prior written approval of the

Board, except for any Lot or Outlot owned or controlled by the Declarant. The Rules and Regulations shall further govern the rules relating to landscape design and installation. In addition, all Owner(s) and Users must comply with any and all Village Ordinances regarding landscape design and installation and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.10. Signage. The Rules and Regulations shall govern the rules relating to signage. In addition, all Owner(s) and Users must comply with any and all Village Ordinances regarding signage and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

2.11. Obstructions. No Owner shall cause or permit the Common Elements to be used in a manner which denies or interferes with the full use of the Common Elements by any other Owner or User.

2.12. Vehicles. Junked, inoperative, or unlicensed vehicles shall not be permitted anywhere on the Property. Trailers, vans, trucks, campers, camping trucks, house trailers, utility trailers, boats, boat trailers, snowmobiles, all-terrain vehicles, or the like, shall not be stored or placed anywhere on the Property. No vehicles are permitted to be parked on any lawn or other unpaved surface. For avoidance of doubt, on-street parking of vehicles is expressly permitted, but remains subject to any applicable Laws.

2.13. Nuisance. No noxious or offensive activity shall be carried on in any Lot, Outlot or in the Common Elements, nor shall anything be done therein which is or which may become a nuisance or annoyance to any Owner or User on any other Lot. Conduct of each Owner or their User must be free from immoral, improper, annoying, or offensive activity. All Owners and Users must comply with all applicable Laws in their use of their respective Lot and/or the Common Elements.

2.14. Alteration of Common Elements. Only the Board, on behalf of the Association, shall be allowed to alter, construct, or remove anything on or within the Common Elements.

2.15. Detention Ponds. The Detention Ponds shall only be used for storm water management pursuant to the Drainage Plan approved by the Village. No Owner or User or any guest of any Owner or User shall be allowed to swim, wade, boat, fish, or in any manner whatsoever use the Detention Ponds serving the Property. Neither the Declarant, the Village, nor the Association shall be held liable for any injury or death arising out of or related to the Detention Ponds. Each Owner hereby releases, waives and forever discharges Declarant, the Village, and the Association from any and all claims such Owner(s), Users and its/their respective guests, may now or may in the future have against Declarant, the Village, or the Association arising out of and related to the Detention Ponds, except for those arising out of the intentional wrongdoing of the Declarant, the Village, or the Association. Each Owner hereby agrees to defend, indemnify, and hold Declarant, the Village, and the Association harmless from and against any and all claims, actions, causes of action, costs and costs of action, including attorneys' fees for settlement or negotiation, or at trial and appellate levels, arising out of or related in any manner whatsoever to the

failure of the Owner or Users or their respective guests, to comply with the terms of this Section 2.15.

2.16. Hazardous Materials. No hazardous materials shall be placed, used, stored or disposed of on any Lot. However, this prohibition shall not be applicable to reasonable amounts of cleaning products and fertilizers reasonably necessary for the routine maintenance of the Buildings and Improvements located on the Lot, but not exceeding a twelve-month supply of such materials, and provided further that such materials are used and stored in a compliance with all applicable Laws.

2.17. Enforcement. The provisions of this Article 2, and such other Rules and Regulations as may be passed by the Board, shall be enforced by the Board by such means as the Board deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines. Such fines shall be uniformly levied and shall be charged and assessed against the subject Owner and Lot and may be enforced and collected in the same manner as an assessment for Common Expenses, as defined in Section 8.1, including the foreclosure of a lien therefor. In the event of a conflict between any Rules and Regulations or this Declaration, the terms of this Declaration shall control. For avoidance of doubt and clarification, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances. In addition, any approval(s) made by the Board pursuant to this Article 2 shall not constitute an approval from the Village, and any approval(s) made by the Village shall not constitute an approval from the Board.

3.

REVIEW PROCEDURES.

3.1. Review Procedures. For every matter requiring review and approval by the Board, a written application shall be submitted to the Board through the person designated by the Board, to accept such applications at the address for such person as provided by the Board. Each application shall be reviewed on its own merits based upon the nature of the request and its compatibility with the terms and conditions of this Declaration and the Rules and Regulations. Issues of aesthetic appearance and compatibility with the purpose and intent of this Declaration shall be determined in the discretion of the Board. Applications to the Board shall fully describe the purpose of the application and the approval requested of the Board. It shall be accompanied by such plans and specifications as may be deemed by the Board reasonably necessary to fully analyze and investigate the requested approval. Applications shall be supplemented by the Owner upon request of the Board with such additional information as the Board shall deem reasonable and necessary to consider the request. The Board shall use its good faith efforts to make its decision within thirty (30) days following receipt of a completed application and any supplemental information requested by the Board. All applications shall be deemed rejected unless approved in writing by the Board within such thirty (30) day period. The Board shall have the right to establish conditions for any application it elects to approve, and the Owner shall comply with such conditions, or the approval may be withdrawn by the Board at any time after the Owner fails to comply with such conditions. If the applicant has not received an approval or disapproval of its application within thirty 30 days of its submission, the applicant may,

in writing, request a meeting with the Board to address issues concerning the application. The Board shall hold such meeting within ten (10) business days of the receipt of the applicant's request and shall issue a written decision within ten (10) business days following the meeting. Approval with respect to an application shall expire if any work related to the approved application or any use described in approved application is not commenced within one year following the issuance of the approval. If the full or any portion of an application is disapproved, the Board shall state the reason for the disapproval in writing. Any work performed or use made of a Lot pursuant to an approved application shall be in conformance with the approved application including any conditions established by the Board for the approval of the application. Any approvals made by the Board shall not constitute an approval from the Master ACC or the Master Association board, or the Village, and any approvals made by the Master ACC or the Master Association board, or the Village shall not constitute an approval from the Board.

3.2. Consequences of Approvals. If the Board approves an application, the Board shall have no responsibility for the quality or suitability of any design, materials, or workmanship related to the application or the approval. Nor shall such approval be deemed to be any indication that the subject matter of the application is or will be in compliance with applicable Laws and Village Ordinances. Approval of an application shall not constitute a precedent for the approval of any other application for the same or similar purpose. Nothing herein shall limit, eliminate, or reduce the requirement of an Owner to go to the Master ACC and/or Master Association board for approval, as may be required under the Master Declaration, or to the Village, as may be required under the Village Ordinances.

3.3. Variances. Upon written application, the Board shall have the authority to waive or vary strict conformance with the provisions of Article 2, any Rules and Regulations, and the Bylaws, on a case-by-case basis, provided the waiver or variance will not permit a use, condition, development, Building or Improvement which is materially inconsistent with the purpose and intent of this Declaration. Waivers and variances may only be granted in writing and the granting or approval may be denied in discretion of the Board. The granting of any one waiver or variance shall not require the Board to grant or approve the waiver or variance in the same or similar circumstances. The Board shall have the right to enforce strict conformance with the terms of this Declaration and the Rules and Regulations. A waiver from the Board does not constitute a waiver from the Master Association or the Master ACC, which approvals must be obtained per the Master Declaration. In addition, all Buildings and Improvements must be in compliance with all Laws and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.

4.

ASSOCIATION OF OWNERS.

4.1. Membership, Duties and Obligations. All Owners shall be required to be a member of the Association, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a non-stock corporation under the laws

of the State of Wisconsin. Each Owner, and their User, shall abide by, and be subject to, all of the rules, regulations, duties, and obligations of this Declaration, the Bylaws, and Rules and Regulations of the Association. Any actions required or permitted to be taken by the Association pursuant to this Declaration shall be taken by the Board on behalf of the Association in accordance with the Bylaws.

4.2. Membership in Master Association. The Association shall be a member of the Master Association for each Lot. Each Owner hereby waives its right to participate in the Master Association and acknowledges that the Board shall exercise all rights as a member of the Master Association for each Lot. The Board shall also receive all notices from the Master Association on behalf of all Owners. Rights of voting within the Master Association shall be made pursuant to the Master Declaration.

4.3. Cooperation with Master Association. The Association may contract or cooperate with the Master Association to provide services and privileges, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their Users. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense, as defined in Section 8.1.

4.4. Enforcement of Master Declaration. The Association shall have the power, subject to the primary power of the board of directors of the Master Association, to enforce the covenants and restrictions contained in the Master Declaration, but only as said covenants and restrictions relate to the Northern Gateway Homes, and to collect regular, special, and default assessments on behalf of the Master Association.

4.5. Votes Per Owner. Subject to the provisions of Section 4.6 below, each Owner shall be entitled to one vote for each Lot owned by the Owner in any matters brought before the Owners for vote.

4.6. Multiple Owners and Declarant Votes. If title to a Lot is held by more than one person or entity, the membership related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held; however, the voting rights may not be split, and shared membership interests must be voted as a whole pursuant to, and by the person identified in, the designation contained in the membership list maintained by the Board pursuant to the Bylaws, or the duly authorized proxy for such person. The Declarant shall be entitled to cast the votes pertaining to any Lots owned by the Declarant. Additional rights, qualifications and obligations of the members shall be as set forth in the Bylaws.

4.7. Board of Directors. The Association shall be governed by a board of three (3) directors. All three (3) of the directors shall initially be appointed by the Declarant. The duties and qualifications of the directors shall be as set forth in the Bylaws. The directors will serve three-year terms with the original term of one of the three directors to expire at the first annual meeting of the Association occurring one year after the appointment of the directors by the Declarant, and the original term of one of the other two directors to expire at the first annual meeting of the Association occurring two years after the appointment of the directors by the Declarant. So long as the Declarant owns at least

fifty percent (50%) of the total acres constituting the Property, it shall have the right to appoint each of the three (3) directors. So long as the Declarant owns at least one Lot (excluding the Outlots), but less than fifty percent (50%) of the Lots, the Declarant shall have the right to appoint two (2) of the directors, and the third director shall be elected by the Owners in accordance with the Bylaws. At the first annual meeting subsequent to the Declarant's transfer of all ownership interest in all the Lots, the director filling the position of the director whose term is then expiring shall be elected by the Owners and thereafter directors shall be elected in accordance with their staggered terms by the Owners.

4.8. Association Personnel and Contracts. The Board on behalf of the Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel, or contract with such other person(s) or entity(ies) as it shall determine to be necessary or advisable for the proper operation and maintenance of the Common Elements.

4.9. Association Records. The Board shall have current copies of this Declaration, the Master Declaration, the Articles of Incorporation, the Bylaws, any Rules or Regulations, and the Association's books, records, and financial statements available for inspection during normal business hours by the Owners. Within thirty (30) days of a written request, the Board shall provide a written financial statement for the preceding fiscal year to any Owner.

5.

REPAIRS, MAINTENANCE and ALTERATIONS.

5.1. Common Elements and Facilities. The Association through the Board shall be responsible for the management and control of the Common Elements and facilities, and shall cause the same to be kept in good condition, order, and repair.

5.2. Individual Lots. Each Owner shall be responsible for keeping at all times, the Owner's Lot, and all of its Buildings, Improvements, equipment, fixtures, and appurtenances in good order, condition, and repair, and in an attractive, clean and sanitary condition.

5.3. Prohibition Against Structural Changes by Owner. An Owner shall not, without first obtaining the written approval of the Board, make or permit to be made any Alterations or to any changes to any Improvements. Such approval required hereunder shall be obtained in accordance with Article 3 above. An Owner shall not perform, or allow to be performed, any act or work which would impair any easement, or interfere with the use and enjoyment of another Lot, Outlot or the Common Elements.

5.4. Entry for Repairs. The Board through one or more of its designees may enter any Lot (including any Building or Improvement thereon) at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of the Common Elements, or for any other circumstances under which the Board is authorized to act on behalf of the Association, including but not limited to as set forth below in Section 11.4. Such entry shall be made with prior notice to the Owner, and with as little inconvenience to the Owner as practical, and any damage caused

thereby shall be repaired by the Association and treated as a Common Expense under Article 8 below. The Association through one or more of its designees shall be granted an immediate right of entry upon a Lot (including any Building or Improvement thereon) to effect emergency repairs.

5.5. Repair and Replacement Standards. All repairs and replacements by the Owners or the Association shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

6.

DESTRUCTION AND RECONSTRUCTION.

6.1. Damages to Common Elements. In the event of partial or total destruction or damage affecting the Common Elements and/or the Drainage Ponds, the Board on behalf of the Association shall promptly undertake to repair or reconstruct the Common Elements and/or Drainage Ponds to a condition compatible with the remainder of the Property. Expenses incurred by the Association pursuant to this Section 6.1 shall be Common Expenses under Section 8.1.

7.

INSURANCE.

7.1. Owners. Owners shall provide hazard and liability insurance for their respective Lot and all Residence Buildings, Buildings, Improvements, and fixtures and equipment contained thereon. Premiums for such insurance shall be an individual expense of each Owner. Residence Building Owner's insurance policies shall cover damage to its respective Party Wall, as further described in the respective Party Wall Agreement described in Section 11.4 and Exhibit C herein.

7.2. Association Hazard Insurance. The Association may, but shall not be obligated to, obtain and continue in effect hazard insurance coverage on the Common Elements as well as personal and real property belonging to the Association in an amount determined by the Board to be appropriate. All insurance acquired, if any, pursuant to this Section 7.2 shall be for the benefit of the Association, and all proceeds payable by reason of said insurance shall be paid to the Association for the express purpose of reconstruction and repair or as otherwise determined by the Board.

7.3. Association Liability Insurance. The Association shall obtain and continue in effect public liability insurance covering the Common Elements and facilities with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board from time to time. The Association shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board to be necessary or advisable from time to time.

8.

LIABILITY FOR COMMON EXPENSES.

8.1. Common Expenses. The costs of administration of the Association, insurance, repair, maintenance, replacement and other expenses related to the Common Elements and facilities (collectively, "Common Expenses") shall be paid for by the Association. The Association shall make assessments against the Owners, and their respective Lot, for such Common Expenses, and for the creation of reserves for the future use of the Association.

8.2. Nonwaiver. No Owner may exempt itself or its Lot from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any Common Elements and facilities or related services or by the abandonment of a Lot.

8.3. Personal Obligation. All Common Expenses and assessments, when due, shall (a) immediately become a personal debt of the Owner, and (b) may also become a lien against the Lot until paid, if a statement of lien is filed in accordance with Section 8.8.

8.4. Annual Assessments. Each Lot and Owner shall be subject to an annual assessment, determined and levied by the Board for the purpose of paying costs and expenses incurred and to be incurred by the Board, including an allocation for reserves for future expenses, related to the Common Elements and Common Expenses and the performance by the Association of its obligations under this Declaration, the Master Declaration, and the Bylaws ("Annual Assessment"). The Board, by December 1 of each year, shall prepare an annual budget and shall determine an Annual Assessment to meet the reasonably estimated costs and expenses of the Association for the ensuing year and any applicable reserves (the "Budget"). The annual budget and Annual Assessment shall be delivered in writing to the Owners within 30 days after the Board's approval of the Budget. No Annual Assessment shall be levied on any Lot or Outlot that is under Declarant's ownership or control.

8.5. Special Assessments. Each Lot shall be subject to special assessments determined and levied by the Board to cover all or any part of any extraordinary expenses incurred by the Association or expenses incurred but not covered by the Annual Assessment, related to the Common Elements, Common Expenses, and the obligations of the Association under this Declaration, the Master Declaration, and the Bylaws ("Special Assessment"). No Special Assessment shall be levied on any Lot or Outlot that is under Declarant's ownership or control.

8.6. Payment and Allocation. The pro rata share of an Owner of a Lot for Annual Assessments and Special Assessments shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration.

8.7. Collection and Enforcement. The right to collect or enforce the collection of the Annual Assessments, Special Assessments, or any other charges arising under this Declaration is delegated exclusively to the Board. The Owners shall be obligated to pay the Annual Assessments, Special Assessments, and other charges arising under this

Declaration when due, and the Annual Assessments, Special Assessments, and other charges arising under this Declaration shall also be and constitute a lien on the Owner's Lot until paid. All Annual Assessments, Special Assessments, and other charges arising under this Declaration levied by the Board which are unpaid when due shall bear interest at the rate of twelve percent (12%) per annum. A lien of the Association shall be for the unpaid amounts of the Annual Assessments, Special Assessments, or other charges arising under this Declaration, including the interest and cost of collection including, but not limited to, reasonable attorneys' fees.

8.8. Lien. In the event any Annual Assessments, Special Assessments, or other charges arising under this Declaration which are levied against an Owner and a Lot for a period of sixty (60) days from the date due, the Board may, in its discretion, on behalf of the Association (a) file an action to collect the amount due, (b) file a claim for lien against the Lot pursuant to Section 779.70(4) of the Wis. Statutes and enforce such lien in accordance with Section 779.70(6) of the Wis. Statutes, or (c) pursue both remedies under (a) and (b) until all amounts due the Association are paid in full. Any claim for lien shall be filed within six (6) months from the date of the levy of the unpaid Annual Assessment, Special Assessment, or other charge arising under this Declaration.

8.9. Sales and Subsequent Owners. On the sale or conveyance of a Lot, all unpaid amounts owed by an Owner to the Association shall be paid in full at or prior to such sale or conveyance; provided, however, that if these unpaid amounts are not paid or collected at or prior to the time of a sale or conveyance of a Lot, the grantee of the Lot will be jointly and severally liable with the selling Owner for all unpaid assessments against the selling Owner to the time of the sale or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee to the Association. Any person who has entered into a written agreement to purchase a Lot will be entitled, upon written request, to a statement from the Board setting forth all such unpaid amounts against the selling Owner and that grantee will not be liable for, nor will the Lot conveyed be subject to, a lien for any unpaid amounts owed to the Association by the selling Owner in excess of the amount set forth in the statement; provided, however, that the former Owner will remain liable for all unpaid amounts.

9.

EMINENT DOMAIN.

9.1. Notice. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Elements by the exercise of the power of, or power in the nature of, eminent domain or by an action or conveyance in lieu of condemnation, the Board shall be entitled to notice. The Board shall participate in such proceedings.

9.2. Common Elements. With respect to Common Elements, any damages or awards shall be paid to the Association. The Board may restore the Common Elements so taken on the remaining land within the Property owned by the Association or, pursuant to authorization by a majority of the members of the Association, on other land to be acquired by the Association, provided that this Declaration is amended to reflect its applicability to any acquired land.

10.
CONVEYANCE PROVISION.

10.1. Conveyance Provision. All of the provisions of this Declaration, and any amendment of this Declaration, are and shall be covenants running with the Property, a Lot, and an Outlot, in perpetuity, and no conveyance, transfer, or encumbrance of the Property, a Lot, and an Outlot, or any portion of, or any interest in the Property, a Lot, and an Outlot, shall defeat or adversely affect the enforceability or validity of any such provision(s) of this Declaration.

11.
EASEMENTS AND RESERVATIONS.

11.1. Service Easements. Declarant reserves an independent right as long as it owns at least one Lot (excluding the Outlots), and the Association shall have a right, to grant nonexclusive easements upon, over, through, and across the Common Elements for furnishing any kind of utility service or storm water control, including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, storm sewer lines, sanitary sewer lines, gas mains, computer and telephone wires and equipment, master computer or television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along, and on any part of the Common Elements and facilities to service the Property, adjoining property, or a Lot. In the event the Declarant exercises its reserved right for the granting of an easement under this Section 11.1, and to the extent necessary to implement the exercise of such right, the Declarant shall be deemed to be acting as attorney in fact for the Association for the purposes of granting such easement and the Association, through the Board, shall authorize and cause to be executed such other documentation, if any, as may be reasonably appropriate to confirm the Declarant's ability to exercise these rights.

11.2. Drainage Pond Use. The Drainage Ponds are intended to provide a storm water drainage system for the Property in accordance with the Drainage Plan. There are hereby created, granted, and conveyed to the Association easements over all portions of the Property reasonably necessary to permit the functioning of the storm water drainage system on the Property in accordance with the Drainage Plan including, but not limited to, drainage swales and drainage pipes. These easements shall be nonexclusive and perpetual. No Owner or occupant of a Lot shall interfere with the functioning of any portion of the Drainage Ponds or the storm water drainage system under the Drainage Plan. The Declarant reserves an independent right as long as it owns at least ten percent (10%) of the acres in the Property (excluding the Outlots), and the Association shall have a right to grant such additional nonexclusive easements upon, over, through, and across the Common Elements and other portions of the Property for the installation, maintenance, repair, and/or replacement of all or any portions of the Drainage Ponds or storm water drainage system as set forth in the Drainage Plan. In the event the Declarant exercises its reserved right for the granting of an easement under this Section 11.2, and to the extent necessary to implement the exercise of such right, the Declarant shall be deemed to be acting as attorney in fact for the Association for the purposes of granting such easement and the Association, through the Board, shall authorize and cause to be executed such other documentation, if any, as may be reasonably appropriate to confirm the Declarant's ability to exercise these

rights. The rights reserved and created under this Section 11.2 are in addition to the rights reserved and created under Section 11.1.

11.3. Drainage Plan Amendments. As long as the Declarant owns at least one Lot (excluding the Outlots), the Declarant may amend the Drainage Plan without the consent of the Association or any Owner. Any amendments made by the Declarant pursuant to this Section 11.3 shall be delivered to, and retained by, the Association as part of the Drainage Plan. The Association also shall have the right to amend the Drainage Plan, however, any such amendment by the Association shall require the prior written consent of the Declarant as long as the Declarant owns at least one Lot (excluding the Outlots), and the Village. Any amendments to the Drainage Plan shall not violate the Master Declaration or its master drainage plan, or any Laws or Village Ordinances. Notwithstanding the foregoing, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances, or allow the Declarant or Association to unilaterally amend any portion of the Drainage Plan that requires Village consent without obtaining such consent.

11.4. Party Wall Easement Agreement. Each Residence Building Owner, at the time of conveyance of any Lot, and as a condition of such conveyance, shall be subject to the obligations set forth in a recorded Party Wall Agreement, as further described in Exhibit C, attached hereto and incorporated herein ("Party Wall Agreement"), subject to additions and modifications as required by Declarant. Should any Residence subject to a Party Wall Agreement become damaged or destroyed, and the Owner of the Residence fails to complete the necessary repairs or restoration, the Association shall have the right step in to complete said repairs or restoration of the Residence, at the Residence Owner's sole cost and expense, including the right to subject such Owner(s) to a Special Assessment for such costs. Failure of the Association to enforce this right shall not constitute a waiver of its right to do so in the future. The Association shall have the right to enter onto such Lot(s) to enforce this Section 11.4 as provided in Section 5.4 above.

11.5. Outlot Easements. Declarant intends to enter into easements with the Master Association to govern maintenance obligations for Outlot 8 and Outlot 9. The terms and conditions of those obligations, including but not limited to the cost sharing of expenses between the Association and Master Association, shall be set forth in each easement.

11.6. Binding Effect. All easements and rights described in this Article 11 run with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of, and be binding upon, the Association, Declarant, its successors and/or assigns, and on all Owners, and their heirs, personal representatives, successors and assigns. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association, or the Declarant, as to the Declarant's reserved rights, as its attorney-in-fact for the execution of any and all documents necessary to carry out the intent of this Article 11 and the implementation of the rights of the Association and Declarant under this Article 11. The Association, or the Declarant, shall have the authority to execute and record all documents necessary to carry out the intent of this Article 11, and the Association, each Owner, and each mortgagee of a Lot shall, upon the request of Declarant, execute and

deliver to Declarant any documents requested by Declarant to assist Declarant in exercising its reserved rights under this Article 11.

12.

RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

12.1. Rights of Action. If any Owner fails to comply with this Declaration, the Bylaws, or decisions made by the Board or the Association, the Association through the Board, or any other Owner or the Declarant may sue such Owner for damages caused by the failure or for injunctive relief, and such noncompliant Owner shall be responsible for any and all attorneys' fees incurred by the Association, the Owner seeking enforcement, and the Declarant to the extent incurred as a result of the non-compliant Owner's acts or omissions.

12.2. No Waiver. The failure of the Association or Declarant to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association with Board approval.

13.

AMENDMENTS TO DECLARATION.

13.1. Amendments. This Declaration may only be amended with the written consent of Owners of a minimum of fifty-one percent (51%) of the Lots (excluding the Outlots). As long as the Declarant owns at least one Lot (excluding the Outlots), no amendment to this Declaration shall be adopted or be enforceable which in any way changes any rights or interests of the Declarant under this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. The amendment shall be recorded with the ROD, and a copy of the amendment shall also be mailed or personally delivered to each Owner at the address on file with the Association. Notwithstanding the foregoing, nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances, or allow the Declarant or Association to unilaterally amend any portion of the Declaration without obtaining the Village's consent.

14.

DECLARATION TERM.

14.1. Declaration Term. It is the intention of the Declarant that this Declaration shall be perpetual. The Association, through the Board, may record against the Property,

from time to time, any such document as the Board shall deem to be appropriate to provide continuing notice of this Declaration in the ROD.

15. NOTICES.

15.1. Notices. All notices and other documents required to be given by this Declaration, or the Bylaws shall be sufficient if given to one (1) registered Owner regardless of the number of owners who have an interest in the respective Lot. Notices and other documents to be served upon Declarant shall be given to the Agent identified pursuant to Section 16.1. Each Owner shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his/her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with them. Notices shall be in writing and given by certified mail, return receipt requested, overnight delivery, or hand delivery. All such notices shall be deemed to be received at the earlier of (a) three (3) days after mailing, if notice is by certified mail return receipt requested, (b) one (1) day after the use of an overnight delivery service, or (c) when the notice is actually received by the receiving party. Notices to the Association shall be delivered to such person, at such address, as designated by the Board from time to time.

16. AGENT.

16.1. Agent for Declarant. The initial Agent for the Declarant shall be Michael Ansary whose address is 101 E. Grand Avenue, Suite 11, Port Washington, WI 53074. The name or address of the agent may be changed by the Declarant by notice to the Association.

17. MISCELLANEOUS.

17.1. Number and Gender. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2. Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

17.3. 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.

17.4. Waiver. The failure of the Association to enforce any provision of this Declaration, any provision of the Bylaws, the Rules or Regulations, or to exercise any other right or option, or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

17.5. No Obligations. Nothing contained in this Declaration shall be deemed to impose upon the Declarant, or its successors and/or assigns, any obligations of any nature to build, renovate or provide any improvements to or the benefit of the Property.

17.6. Successors and/or Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of, and be binding upon, its successors and/or assigns.

17.7. Incorporation By Reference. Every exhibit, schedule, and other appendix attached to this Declaration, and referred to herein, is incorporated in this Declaration by reference unless this Declaration expressly otherwise provides.

(Signature and acknowledgement appear on the following page).

LENDER CONSENT

This Declaration is acknowledged and consented to as of the Effective Date.

BANK FIRST, N.A.

By: [Signature]
Name: JOSHUA R NEEB
Title: SVP

ACKNOWLEDGEMENT

STATE OF Wisconsin)
) ss.
COUNTY OF Ozaukee)

On September 8, 2026 before me, personally appeared _____, as the _____ of Bank First, N.A., and personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
*
Notary Public, State of Wisconsin

My Commission expires: 6-8-29

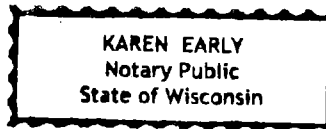


EXHIBIT A**DECLARANT PROPERTY**

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), and Fifty-Seven (57), and Outlots Eight (8) and Nine (9), in Northern Gateway First Addition, by its plat recorded in the office of the Register of Deeds for Ozaukee County, on December 17, 2025, as Document No. 1178443, being a redivision of Outlots 6 and 7 of Certified Survey Map No. 4311, recorded in the office of the Register of Deeds for Ozaukee County, on October 14, 2025, as Document No. 1175978, being a revision of Outlot 6 and Outlet 7 of Northern Gateway, located in the Northeast One-Quarter (1/4) of the Northeast One-Quarter (1/4), the Southwest One-Quarter (1/4) of the Northeast One-Quarter (1/4), the Southeast One-Quarter (1/4) of the Northeast One-Quarter (1/4), the Northeast One-Quarter (1/4) of the Southeast One-Quarter (1/4), and the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4), all in Section Twenty-Five (25), Township Eleven (11) North, Range Twenty-One (21) East, in the Village of Saukville, County of Ozaukee, State of Wisconsin.

Tax Key Nos.:

111260007000, 111260008000, 111260009000, 111260010000, 111260011000, 111260012000, 111260013000, 111260014000, 111260015000, 111260016000, 111260017000, 111260018000, 111260019000, 111260020000, 111260021000, 111260022000, 111260023000, 111260024000, 111260025000, 111260026000, 111260027000, 111260028000, 111260029000, 111260030000, 111260031000, 111260032000, 111260033000, 111260034000, 111260035000, 111260036000, 111260037000, 111260038000, 111260039000, 111260040000, 111260042000, 111260043000, 111260044000, 111260045000, 111260046000, 111260047000, 111260048000, 111260049000, 111260050000, 111260051000, 111260052000, 111260053000, 111260054000, 111260055000, 111260056000, 111260057000, 111260000008, and 111260000009.

EXHIBIT B

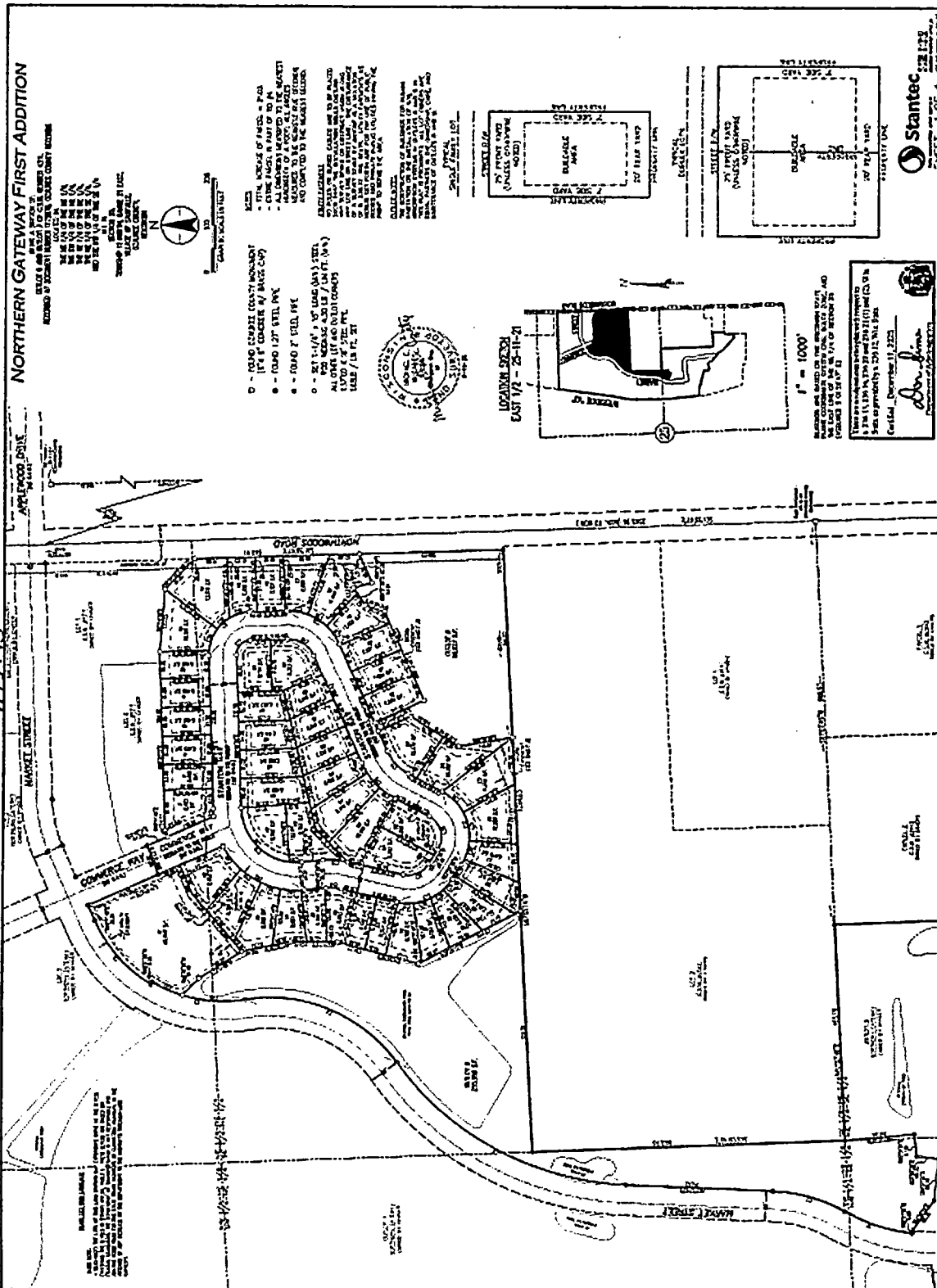
PLAT

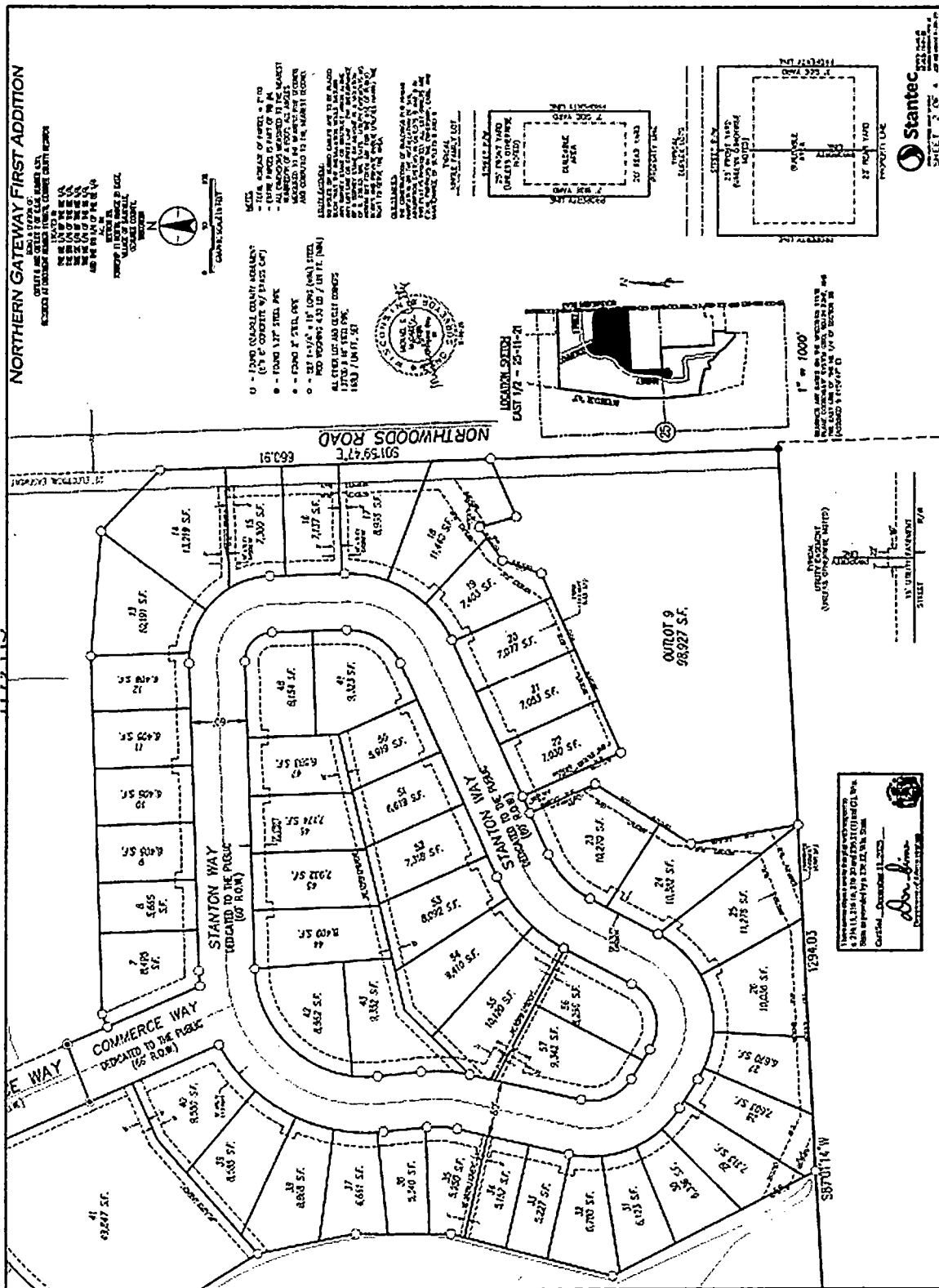
(Attached for reference purposes only. Portions may be illegible)

Register of Deeds
Land Information Office & Property Description
121 W Main Street
Port Washington WI 53074
Jennifer J. Laurin
Register of Deeds

1178443
JENNIFER J. LAURIN
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
12/17/2025 08:50 AM
REC FEE: 50.00
TRANS FEE:
PAGES: 1
EXEMPT #:

Subdivision X **Condominium** **Transportation Plat**
Subd/Condo Name Northern GateWay First Addition
Condominium #
Cabinet C **Sleeve** C-534A.B - 535 A.B
Grantor Northern GateWay Partners LLC
Grantee Northern GateWay First Addition
Section 25 **Town** 11N **Range** 21E
Key # Prefix 11-126
Assigned new Key #'s:





BYLAWS
OF
NORTHERN GATEWAY HOME OWNERS ASSOCIATION, INC.

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**BYLAWS
OF
NORTHERN GATEWAY HOME OWNERS ASSOCIATION, INC.**

**ARTICLE I
PLAN OF OWNERSHIP**

Section 1.1 Applicability of Bylaws. The provisions of these Bylaws are applicable to (a) the use and occupancy of that portion of certain land, buildings and improvements located in the Village of Saukville, Wisconsin and identified on Exhibit A attached hereto (the "Property"), which Property has been made subject to a certain Declaration of Covenants, Conditions, Restrictions and Easements of Northern Gateway Homes Subdivision (the "Declaration") recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, and, (b) the structure and operation of the Association. All present and future Owners, Users, mortgagees, lessees, and occupants of Lots, or any portion thereof, their employees and invitees, members of the Board of Directors of the Association, and any other persons who may use the Common Elements in any manner are subject to the Articles of Incorporation, the Declaration and these Bylaws (together, the "Documents") and to all covenants, agreements, restrictions, easements and declarations of record referred to in or created by the Declaration or otherwise duly effected (collectively referred to herein as "Title Conditions"). The acceptance of a deed, mortgage or lease or the act of occupancy of a Lot or any portion thereof shall constitute an agreement by an Owner, or a mortgagee, lessee, occupant or invitee of a Lot, or any portion thereof, that the Documents and the Title Conditions will and shall be complied with and are accepted, ratified and confirmed.

Section 1.2 Definitions. Except as otherwise set forth herein, capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Wisconsin Nonstock Corporation Law.

Section 1.3 Office. The office and mailing address of the Association and the Board of Directors shall be c/o Ansay Development Corporation, 101 E. Grand Avenue, Port Washington, WI 53074, or such place or address as may be designated from time to time by the Board of Directors.

Section 1.4 The Association. Northern Gateway Home Owners Association, Inc. (the "*Association*") is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law") and whose members consist of all the Owners of Lots. Each Owner has the Percentage Interest in the Association set forth in the Declaration.

**ARTICLE II
ASSOCIATION**

Section 2.1 Composition. All Owners, acting as a group in accordance with the Wisconsin Nonstock Corporation Law, the Declaration and these Bylaws, shall constitute the Association.

Section 2.2 Annual Meetings. The annual meeting of the Association shall be held on the first Monday of February of each year, or such other date within thirty (30) days of the first Monday of February as established by the Board of Directors, at the hour designated in the written notice given pursuant to Section 2.5. Subject to the provisions of these Bylaws, at all annual meetings of the Association at which members of the Board of Directors shall be elected or appointed, an officer shall report on the activities and financial condition of the Association and the Owners shall consider and act upon such other matters as properly may come before a meeting. At any annual meeting, Owners may also adopt amendments to these Bylaws as provided herein or transact such other business of the Association as may properly come before them. Any Directors elected or appointed at the annual meeting shall take office immediately upon the close of the meeting.

Section 2.3 Place of Meetings. Meetings of the Association shall be held in the Ozaukee County area as from time to time may be designated by the Board of Directors.

Section 2.4 Special Meetings. Special meetings of the Owners for any purpose or purposes, unless otherwise prescribed by statute, may be called by either the President, the Board of Directors, or upon a petition signed and presented to the Secretary by Owners holding at least thirty-five percent (35%) of the votes in the Association.

Section 2.5 Notice of Meetings; Ownership Records. At least ten (10) days but no more than fifty (50) days in advance of each annual meeting of the Association, and at least ten (10) days but no more than thirty (30) days in advance of each special meeting of the Association, the Secretary shall cause to be sent to each Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be hand delivered, sent by United States mail, first class postage prepaid, at the address of such Owner's Lot or at such other address as such Owner may have designated in writing to the Secretary, or delivered by a form of wire or wireless communication, to each Owner of record. The Association shall maintain a current roster of names and addresses of every Owner to whom notice of meetings of the Association must be sent, and the name and address of the person designated by the Owners of any Lot for which title to such Lot is held by more than one person or entity. Every Owner shall furnish the Association with said Owner's name and current mailing address. No Owner may vote at meetings of the Association until this information is furnished. The mailing or delivery of a notice of a meeting in the manner provided in this Section shall be deemed service of notice.

Section 2.6 Transfer of Membership. Transfer of membership in the Association shall be established by the recording in the Office of the Register of Deeds for Ozaukee County of a deed or other instrument establishing a conveyance of record title to a Lot or the recording in said office of a land contract. As used in these Bylaws, unless the context otherwise requires, the term "conveyance" means conveyance of fee simple title by deed or conveyance of equitable ownership by land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association as to such Lot and the membership of the prior owner or vendor as to such Lot shall thereby be terminated. Until such delivery, the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Owners.

Section 2.7 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum as defined in Section 2.14 is not represented, Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 2.8 Presiding Officer. The President or the President's designee shall preside at all meetings of the Association. In the absence of the President or such designee from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 2.9 Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure adopted by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Wisconsin Nonstock Corporation Law. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting. The order of business at all meetings of the Owners shall be as determined by the presiding officer.

Section 2.10 Voting.

(a) Subject to the provisions of Section 2.10(b) below, each Owner shall be entitled to one vote for each Lot owned by the Owner in all matters brought before the Association. If title to a Lot is held by more than one person or entity, the membership related to that Lot shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which title to the Lot is held; however, the voting rights may not be split, and shared membership interests must be voted as a whole pursuant to, and by the person identified in, the designation contained in the membership list maintained by the Association pursuant to Section 2.5, or the duly authorized proxy for such person. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Lot is not present), the vote appertaining to such Lot shall be cast in accordance with the agreement of a majority in interest of the co-owners of such Lot who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote(s) appertaining to such Lot without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Lot shall be counted solely for the purpose of determining whether a quorum is present. A fiduciary shall be the voting member with respect to any Lot owned in a fiduciary capacity.

(b) No Owner may vote at any meeting of the Association if a lien in favor of the Association pursuant to Section 8.8 of the Declaration has been perfected against such Owner's Lot and the amount necessary to release such lien has not been paid at the time of such meeting.

Section 2.11 Proxies. The vote appertaining to any Lot may be cast pursuant to a proxy duly executed by or on behalf of the Owner, or, in cases where the Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Owner, or, in cases where the Owner is more than one person, by or on behalf of the majority in interest of the co-owners. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. No proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 2.12 Association Action. Except as otherwise required by the Wisconsin Nonstock Corporation Law, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 2.13 Majority of the Owners. Except as otherwise provided by law, as used in these Bylaws, the term “majority of the votes of Owners” or words of like import shall mean the votes of Owners holding more than fifty percent (50%) of the votes of Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 2.14 Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of fifty-one percent (51%) of the votes entitled to be cast, shall constitute a quorum at and throughout all meetings of the Association.

Section 2.15 Action Without Meeting. Any action by Owners required or permitted to be taken at a meeting may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. Such written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot under this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting. A solicitation for votes by written ballot shall include (i) the number of responses needed to meet the quorum requirements; (ii) the percentage of approvals necessary to approve each matter other than election of directors; and, (iii) the time by which a ballot must be received by the Association in order to be counted.

Section 2.16 Waiver of Notice. Any Owner may at any time waive notice of any meeting of Owners in writing and such waiver shall be deemed equivalent to the giving of proper notice. The waiver of notice must be signed by the Owner entitled to the notice and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of any Owner at any meeting of the Association shall constitute a waiver of notice by such Owner.

ARTICLE III BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Association shall be governed by a Board of Directors.

Section 3.2 Number, Tenure, Election. The number of directors of the Association shall be three (3). The three (3) initial directors shall initially be appointed by Northern Gateway

Homes, LLC (the “Declarant”). The directors will serve three year terms with the original term of one of the directors to expire at the first annual meeting of the Association occurring after one year after the appointment of the directors by the Declarant, and the original term of one of the other two directors to expire at the first annual meeting of the Association occurring two years after the appointment of the directors by the Declarant. As long as the Declarant owns at least fifty percent (50%) of the total Lots, Declarant shall have the right to appoint all three of the directors. As long as the Declarant owns at least ten percent (10%) of the total Lots, but less than fifty percent (50%), the Declarant shall have the right to appoint two of the directors and the third director shall be elected by the Owners at the first annual meeting subsequent to the reduction in the Declarant’s ownership below fifty percent (50%) of the total Lots. At the first annual meeting subsequent to the date Declarant has no remaining ownership in any Lot, the director filling the position of the director whose term is then expiring shall be elected by the Owners and thereafter two directors shall be elected in accordance with their staggered terms by the Owners. Directors elected by Owners shall be elected by plurality vote.

Section 3.3 Qualifications. Except for those members of the Board of Directors appointed by Declarant, all members of the Board of Directors shall be Owners, or partners, members, officers, directors, trustees, agents or employees of Owners who are not natural persons. No Owner may be appointed to, elected to or may otherwise serve on the Board of Directors if a lien has been perfected by the Association, or action therefor has been instituted against such Owner’s Lot by the Association, and the amount necessary to release such lien has not been paid at the time of such election or during such incumbency.

Section 3.4 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are by the Wisconsin Nonstock Corporation Law, the Declaration or these Bylaws directed to be done by the Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

- (a) adopting an annual budget, pursuant to Section 8.4 of the Declaration;
- (b) determining the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Common Elements; provided that such Common Expenses may include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis and for such other purposes as the Board of Directors shall direct, and shall be payable in regular installments;
- (c) levying assessments against Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of such assessments;
- (d) collecting assessments from Owners and enforcement of all obligations of the Owners as Owners under the Documents;

(e) employment and dismissal of personnel necessary or advisable for the maintenance, operation, repair and replacement of the Property, and including the engaging of a manager or managing agent;

(f) opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(g) leasing, managing and otherwise dealing with the Property, as more particularly set forth herein, including the power to contract with others to provide leasing and management services and it is expressly understood that the Board of Directors shall have the authority to enter into management, leasing or other contracts with entities related to or affiliated with the Declarant, any Owner or members of the Board of Directors and that such contracts shall be on such terms and conditions as are usual and customary for the mixed-use developments in the Milwaukee Metropolitan or Ozaukee County areas;

(h) owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Lots conveyed to it or acquired by it (or its nominee) as the result of enforcement of a lien for Common Expenses or otherwise;

(i) organizing corporations, limited liability companies, or trusts to act as nominees of the Association in acquiring title to or leasing of Lots;

(j) providing for the operation, care, upkeep, replacement and maintenance of all of the Common Elements;

(k) making and amending Rules and Regulations respecting the use and enjoyment of the Association in accordance with the provisions of these Bylaws;

(l) enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Association;

(m) obtaining of insurance pursuant to the terms of Article VII of the Declaration;

(n) making of repairs, replacements, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Property after a casualty or taking in accordance with the Declaration or other provisions of these Bylaws;

(o) borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements;

(p) purchasing on behalf of all Owners in the name of the Association or such nominee as shall be designated by the Board of Directors any Lot whose Owner has elected to sell or lease such Lot or any Lot which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of at least sixty-seven percent (67%) of the votes of Owners obtained at a meeting duly called and held for such purpose;

(q) selling or leasing on behalf of all Owners any Lot purchased by the Association pursuant to Section 3.4(p) above; provided, however, that the Board of Directors may not take any such action without complying with the Wisconsin Nonstock Corporation Law and without the prior consent of at least sixty-seven percent (67%) of the votes of Owners obtained at a meeting duly called and held for such purpose and the proceeds therefrom after repayment of borrowed funds thereof and special assessments if any, levied for such purposes shall be deposited in such funds as the Board of Directors may be established and disbursed by the Board of Directors in such manner as the Association shall determine;

(r) exercising such rights, including the right to amend or modify such rights, and complying with such obligations as the Association may have under the terms of any easement, easement agreement or any other agreement to which the Association is a party;

(s) the power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives or the furtherance of any of the powers of the Association either alone or in conjunction with the Declarant and the Owners, or any combination of the above.

Section 3.5 Nominating Committee. At least thirty (30) days prior to any annual meeting at which the Owners are to elect a director, the Board of Directors shall appoint a Nominating Committee, consisting of three (3) to five (5) Owners, the chairman of which committee shall be a member of the Board of Directors. The Nominating Committee shall prepare a slate of candidates for the open position on the Board of Directors to be elected by the Owners and shall submit this slate to all Owners with the notices for the above referenced meeting; provided, however, that any Owner who wishes to run for election to the Board of Directors may submit his or her name in writing to be included on the ballot any time before and during the above referenced meeting, but prior to any vote being taken thereon.

Section 3.6 Removal of Members of the Board of Directors. Declarant shall have the right, at any time and in its sole discretion, to remove any Director appointed to the Board of Directors by Declarant under Section 3.2, and to select and designate said Director's successor. The newly designated Director shall begin to serve immediately upon the removal of the Director that the newly designated Director was appointed to replace. Any member of the Board of Directors elected by the Owners may be removed, with or without cause, if the number of votes cast to remove the Director by Owners at any regular meeting or any special meeting duly called and held for such purpose would be sufficient to elect the Director at a meeting to elect directors and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 3.7 Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time by delivering written notice to the presiding officer or Secretary of the Board of Directors. A resignation is effective when the notice is received by such officer unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may make the effective date earlier and arrange to fill the pending

vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. Any Director elected by the Owners who is an Owner shall be deemed to have resigned upon divestiture of title in fee of the Lot owned by such Director (or such Director's corporation, partnership, trust, principal or employer, if the Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Lot effective as of such divestiture.

Section 3.8 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association or by action of Declarant shall be filled by the unanimous vote of the remaining two Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, and each person so appointed shall be a member of the Board of Directors for the remainder of the original term of office to which such person shall be appointed; provided, however, a vacancy in the position of any Director designated by Declarant shall be filled by Declarant.

Section 3.9 Regular Meetings. Regular meetings of the Board of Directors shall be held at least once between annual meetings of the Association, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, wire or wireless transmission, or telegraph, telephone or personally at least ten (10) business days prior to the date named for such meeting.

Section 3.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, wire or wireless transmission, telegraph, telephone, or personally, 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 (2) Directors.

Section 3.11 Telephone Meetings. To the extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of a conference telephone or other communication equipment if all persons participating in such meeting can hear each other at the same time. All participating Directors shall be informed that a meeting is taking place at which official business may be transacted. Such participation shall constitute presence in person at any such meeting. Minutes of the meeting shall be prepared and distributed to each Director.

Section 3.12 Waiver of Notice. Any Director at any time in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records, may waive notice of any meeting of the Board of Directors, 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 constitute a waiver of notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting or matter not noticed in conformity with these Bylaws and the Director does not thereafter vote or assent to the action to which objection was made. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If the Directors are evenly split in connection with a decision, then the decision of the Board of Directors shall be postponed until all three (3) Directors are available, by consent resolution, proxy or otherwise, to vote on the particular matter before the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the sole present Director may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.14 Compensation. No Director shall receive any compensation for acting as a Director; provided, however, that a Director may be reimbursed for expenses incurred by the Director to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

Section 3.15 Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board of Directors by the Secretary. The then current Roberts Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Wisconsin Nonstock Corporation Law.

Section 3.16 Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at a meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. An action taken by written consent of all the Members of the Board of Directors has the same force and effect as a vote of the Board of Directors taken at a meeting. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 3.17 Indemnification. The term "Statute," as used in this Section 3.17, shall mean Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Section 3.17 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute. The Association shall, to the fullest extent permitted or required by the Statute, indemnify each Director and officer against any and all Liabilities, and advance any and all reasonable Expenses incurred by a Director or officer, arising out of or in connection with any Proceeding to which such Director or officer is a Party because he or she is a Director or officer of the Association. A Director or officer who seeks indemnification shall make a written request therefor to the Association. The Association shall also indemnify its employees acting within the scope of their duties as employees, to the same extent as Directors or officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, Board of Directors resolution, vote of the Association, the Statute or otherwise. The Association may, but shall not be required to, supplement the right to indemnification against

Liabilities and advancement of Expenses under this Section 3.17 by the purchase of insurance on behalf of any one or more of such persons, whether or not the Association would be obligated to indemnify such person under this Section 3.17. If the Association indemnifies or advances Expenses to a Director or officer in connection with a proceeding by or in the right of the Association, the Association shall report the indemnification or advance in writing to the members with or before notice of the next meeting of Owners. Notwithstanding the foregoing, the Association shall not indemnify a Director if the liability arises out of a crime committed by the Director or arises out of the willful misconduct of the Director.

Section 3.18 Common or Interested Directors. Each member of the Board of Directors shall exercise said member's powers and duties in good faith and in the best interests of the Association. No contract or other transaction between the Association and any of its officers or Directors, or between the Association and any corporation, firm or association (including Declarant) in which any of the officers or Directors of the Association are officers or directors or have a pecuniary or other interest, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because said officer's or director's vote(s) is (are) counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Owners holding at least a majority of all of the votes in the Association and such Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction.

Section 3.19 Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Association.

Section 3.20 Lawsuits. The Board of Directors shall not commence a lawsuit, other than to collect assessments, or enforce the terms and conditions of the Documents or service or similar contracts entered into by the Association, until such action shall have been approved by Owners owning Lots to which at least seventy-five percent (75%) of the votes in the Association appertain.

ARTICLE IV OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint an assistant treasurer, an assistant secretary and/or such other officers as in its judgment may be necessary or desirable. All officers shall have the duties normally incident to their respective offices in a Wisconsin business corporation and such other additional duties as from time to time shall be assigned by the Board of Directors included, but not limited to, the following:

(a) President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors; have general and active management of the business of the Association subject to the control of the Board of Directors; see that all orders and resolutions of the Board of Directors are carried into effect; sign all leases, mortgages, deeds and other written instruments and co-sign all checks if required to do so by resolution of the Board of Directors; and appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices to Owners hereunder shall be delivered; shall arrange for the counting of votes taken at any meeting; and, in general, perform all the duties incident to the office of secretary.

(d) Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data, including the annual budgets; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board of Directors; sign checks of the Association; and, in general, perform all the duties incident to the office of treasurer.

Section 4.2 Qualifications. The same individual may simultaneously hold more than one office in the Association. The President and Secretary shall be members of the Board of Directors. Any officers other than the President and the Secretary may be, but shall not be required to be, members of the Board of Directors.

Section 4.3 Election. The officers of the Association shall be elected annually by the Board of Directors at a regular meeting held pursuant to Section 3.9, and shall hold office at the pleasure of the Board of Directors and, unless such officer is removed or resigns, he/she shall serve until his/her replacement is elected.

Section 4.4 Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any officer may resign at any time, by delivering written notice to the Association. The resignation is effective when the notice is delivered, unless the letter specifies a later effective date and the Association accepts the later effective date. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 4.5 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by such officer or officers, agent or agents as may be designated from time to time by the Board of Directors.

Section 4.6 Compensation of Officers. No officer shall receive any compensation for acting as an officer; provided, however that an officer may be reimbursed for expenses incurred by such officer to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

ARTICLE V ASSESSMENTS

Section 5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 5.2 Adoption of Budget and Annual Assessment. The Board of Directors shall adopt a budget for the Association and determine the Annual Assessment, as defined in the Declaration, in accordance with the terms of Section 8.4 of the Declaration.

Section 5.3 Special Assessments. The Board of Directors may at any time or from time to time assess a special assessment in accordance with Section 8.5 of the Declaration.

Section 5.4 Payment and Allocation of Assessments. Annual Assessments and Special Assessments shall be allocated, and paid pursuant to the terms of Section 8.6 of the Declaration.

Section 5.5 Accounts. Except as otherwise provided in this Article or the Declaration, all sums collected by the Board of Directors with respect to assessments against the Owners may be commingled into a single fund.

Section 5.6 Collection and Enforcement. The Board of Directors has the express authority to take any action deemed necessary to enforce the provisions of this Article V and of Article VIII of the Declaration.

ARTICLE VI COMPLIANCE AND DEFAULT

Section 6.1 Owners Subject to Wisconsin Nonstock Corporation Law, Declaration, Bylaws and Rules and Regulations. All Owners shall be governed by and shall comply with the provisions of the Wisconsin Nonstock Corporation Law, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Owner shall entitle the Association or Declarant to the relief as provided in this Article or elsewhere in these Bylaws or the Declaration.

Section 6.2 Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association or the Board of Directors and shall not constitute an election of remedies.

Section 6.3 Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 6.4 No Waiver of Rights. The failure of the Association or Board of Directors to enforce any right, provision, covenant or condition which may be granted by the Wisconsin Nonstock Corporation Law, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association or Board of Directors to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or Board of Directors pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Wisconsin Nonstock Corporation Law, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 6.5 Abatement and Enjoinment of Violations by Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Wisconsin Nonstock Corporation Law or the Declaration shall give the Association, through the Board of Directors, the right, in addition to any other rights set forth in these Bylaws (a) to enter the Lot in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that constitutes such violation and neither the Board of Directors shall thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law. Any and all costs and expenses assessed against a defaulting Owner shall be a special assessment against said Lot and in the event of a failure by said Owner to pay such special assessment, the Association or

Board of Directors shall have all rights and remedies set forth in these Bylaws or the Declaration in connection therewith.

ARTICLE VII MISCELLANEOUS

Section 7.1 Amendments. These Bylaws may be amended by a majority vote of the Owners. No such amendment shall be effective until an affidavit of an officer of the Association setting forth said amendment and stating that the requisite number of Owners have consented to such amendment is filed by the Secretary of the Association in the Minute Book of the Association and a copy thereof is sent to each Owner. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Wisconsin Nonstock Corporation Law or the Declaration. An amendment once adopted as provided for herein shall then constitute part of the official Bylaws of the Association, and all Owners shall be bound to abide by such modification or amendment.

Section 7.2 Execution. Unless otherwise provided by a resolution of the Board of Directors, any documents or instruments, including, without limitation, amendments to these Bylaws or the Declaration, executed on behalf of the Association shall be properly executed if signed by the President or Vice President and attested to by one other officer of the Association.

Section 7.3 Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, or otherwise as may be required or permitted by applicable law, (a) if to an Owner, at the address that the Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Lot of such Owner, or (b) if to the Association or the Board of Directors, c/o Ansay Development Corporation, 101 E. Grand Avenue, Port Washington, WI 53074 or such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 7.4 Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 7.5 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

NORTHERN GATEWAY HOME OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

These Rules and Regulations have been developed and adopted by the Board of Directors ("Board") of the Northern Gateway Home Owners Association, Inc. ("Association") to promote the safety, welfare, and enjoyment of all Lots within the single-family development known as Northern Gateway Homes (the "Subdivision"). These Rules and Regulations are in addition to and supplement the provisions of the Declaration, and the Association's Bylaws. Capitalized or defined terms shall have the meaning set forth in the Declaration unless otherwise defined herein.

These Rules and Regulations apply to all Owners and their guests, including any person who uses, occupies, or comes upon the Common Elements with the Owner's consent given expressly, impliedly or by acquiescence. Owners are responsible for their guests and their behavior.

A. Lots

1. Except for the Common Elements or any Outlot, no Lot shall be used for any purpose other than single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residence. Lots 8, 9, 28-41, 43, 44, 57, and 58 on the Plat are hereby restricted to allow the erection of only one (1) Residence Building that will share one (1) Party Wall with a Residence Building on the abutting Lot. Notwithstanding the foregoing, Declarant, or Declarant's designated developer or general contractor, shall have the right to erect model homes on any Lot owned by the Declarant, to be used for sales purposes only until sold to a homebuyer.
2. Any commercial or business activity conducted on a Lot must comply with all applicable Laws.
3. No mobile homes or house trailers may be erected or allowed to remain on any Lot.
4. No Lot shall be re-subdivided except with the written consent of the Declarant in compliance with all Laws, land division, and zoning ordinances and regulations of all governmental authorities having jurisdiction over the Subdivision.
5. Setbacks for the Residences shall be in accordance with the front, rear, side and corner building setbacks depicted for such Lot on the Plat.
6. No pools or fences may be constructed or erected on any Lot without the prior written approval of the Board. All fencing must be constructed of black metal material. In addition, all Owner(s) and Users desiring to construct a pool and/or fence must comply with Village Ordinances and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.
7. No use of a Lot shall create any nuisance or unreasonable annoyance for others;

Owners and guests of Lots will exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loudspeakers, so as not to disturb other persons occupying Lots or using the Common Elements.

8. No use of a Lot shall damage or interfere with the operation of the Common Elements.
9. Owners shall maintain their Lots at all times in compliance with all Laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Subdivision.
10. Owners and their guests shall exercise proper care to minimize noise and other disturbances so as not to interfere with the peaceful enjoyment of others.

B. Common Elements

1. No use of any of the Common Elements shall create any nuisance or unreasonable annoyance to other Owners or their guests.
2. No vehicle shall be parked in any manner that impedes or obstructs driveways, sidewalks, or access to any portion of the Common Elements, if any, by any Owners and guests. Owners and guests will obey all parking regulations and any other traffic regulations promulgated in the future by the Association for the safety, comfort and convenience of Owners and guests.. In addition, all Owner(s) and Users must comply with any and all Village Ordinances regarding parking and nothing herein shall modify or override any applicable Laws, including but not limited to the Village Ordinances.
3. Vehicle repairs, oil changes, or similar maintenance activities are strictly prohibited anywhere on the Common Elements.
4. Campers, recreational vehicles, and similar equipment shall not be parked on any portion of the Common Elements. All vehicles must display current license plates and be maintained in operable condition. Junked, inoperable, or unregistered vehicles are prohibited. Only vehicles in regular use by Owners or their guests may be parked in parking areas, and long-term storage of vehicles is not permitted.
5. The Common Elements must be kept free and clear of rubbish, debris, and other unsightly materials except in designated garbage areas, and must not be obstructed, littered, defaced, or misused in any manner.
6. The Board, the Association, and its officers, agents, and employees shall not be responsible for any personal property left or stored in the Common Elements, including vehicles or items left in parked vehicles.

C. Signage

1. No Owner may cause or allow the erecting, posting or display of posters, signs or advertising material within any Lot, Outlot or the Common Elements without the prior written approval of the Board; provided, however, that Owners may erect or post a temporary sign relating to an open house, real estate listing, contractor work, or political event if (a) the sign does not exceed four (4) square feet in size, (b) the Owner obtains advance written approval from the Board, and (c) the sign is removed within five (5) days after the relevant event or sale. All signage must comply with applicable yard signage requirements set forth in the Village of Saukville Ordinances and Planned Unit Development #4. Board approval must be obtained in advance and in writing. Notwithstanding the foregoing, this prohibition shall not apply to the Declarant with respect to promotional purposes related to the sale or rental of Lots owned by the Declarant. The Association may erect such signs as it deems necessary for promotional purposes or for the sale of Lots owned by members of the Association.

D. Storage Buildings, Tents and Sheds.

1. Storage buildings, tents and sheds are not allowed to be constructed, installed, or located on any Lot.

E. Miscellaneous

1. Soliciting is prohibited, except by the Association, or as specifically approved by the Association.
2. Each Owner shall make arrangements for an emergency contact for access to their Lot in the event of an emergency.
3. The Board reserves the right (as provided in the Declaration and Bylaws) to amend, alter, or cancel any of these Rules and Regulations and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, general welfare and cleanliness of the Subdivision, and for enhancing the comfort and convenience of all Owners and guests, except as limited herein or in the Declaration.

F. Compliance and Enforcement of Rules and Regulations

1. These Rules and Regulations apply to each Owner and their Users (unless a specific rule or regulation is limited in its application to Owners).
2. Owners are responsible for any damage to the Common Elements or another Lot caused by themselves or their guests. The cost of such damage may be charged to the Owner as a special assessment.
3. Routine enforcement of these Rules and Regulations shall be by the Association (or

- by such persons as the Association may designate), which shall adopt enforcement policies and procedures.
4. If the Association (or its designee) determine that there has been a violation of the Rules and Regulations, Bylaws or the Declaration, such violation shall be punishable by all means set forth in the Bylaws, the Declaration or any law and/or by one or more of the following:
 - a. First Violation – Warning
 - b. Second Violation – [_____]
 - c. Third Violation – [_____]
 - d. Fourth Violation – [_____]
 5. The Association may report ordinance violations or unlawful activity to local law enforcement
 6. Owners are encouraged to promptly report any violations of these Rules and Regulations to the Association.

These Rules and Regulations were adopted by the Board of the Association on _____, 2025.