

1158444**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
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This instrument was drafted by
and after recordation should be
returned to:

Three Leaf Partners LLC
504 W. Juneau Avenue
Milwaukee, WI 53203
Attention: Derek Taylor

Tax Parcel I.D. #:
See Exhibit A

**DECLARATION OF
DEVELOPMENT
STANDARDS,
EASEMENTS AND
PROTECTIVE
COVENANTS FOR
NORTHERN GATEWAY**

[Above space reserved for recording information]

**DECLARATION OF DEVELOPMENT STANDARDS, EASEMENTS AND
PROTECTIVE COVENANTS FOR NORTHERN GATEWAY**

THIS DECLARATION OF DEVELOPMENT STANDARDS, EASEMENTS AND PROTECTIVE COVENANTS FOR NORTHERN GATEWAY (the “*Declaration*”) is made as of the 7th day of February, 2024 (the “*Effective Date*”) by NORTHERN GATEWAY PARTNERS, LLC, a Wisconsin limited liability company (the “*Declarant*,” as further defined below).

RECITALS

WHEREAS, the Declarant is the owner of that certain real property located in the Village of Saukville as legally described in Exhibit A attached hereto (the “*Property*”).

WHEREAS, it is the Declarant's intent to develop the Property into a mixed-use development to be known as Northern Gateway (the “*Park*”).

WHEREAS, the Declarant desires that development of the Park accomplish the following purposes:

- (a) To provide for development and use of the Park which is structurally, architecturally and aesthetically acceptable to the Declarant;
- (b) To ensure that any Buildings, Improvements or Structures within the Park are constructed in a manner acceptable to the Declarant in appearance, quality, design;
- (c) To provide for adequate off-street parking and loading facilities, sign controls, landscaping, surface drainage, and property maintenance on individual Building Sites; and
- (d) To provide for development and maintenance that will preserve and enhance the value of the Property, and generally benefit the Declarant, Owners, and each Municipality; and
- (e) To provide and grant easements necessary for the development of the Park.

WHEREAS, to accomplish these purposes, it is the Declarant's further intent to impose certain covenants, conditions and restrictions upon the Property (the “*Covenants*”), and to retain the right (but not the obligation) to enforce the Covenants with respect to any existing or future use of the Property or any part thereof by Owners their heirs, assigns, lessees, licensees, invitees, successors in interest and personal representatives.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, conveyed, occupied, developed and maintained in accordance with the Covenants set forth

herein, and these Covenants shall run with the land and shall be binding upon any party having any right, title or interest in or to any parcel or portion of the Property, their heirs, assigns, lessees, licensees, invitees, successors in interest, and personal representatives until these Covenants are terminated in accordance with the provisions hereof.

ARTICLE I DEFINITIONS

Unless the context requires otherwise, the terms used herein have the following meanings:

- 1.1 **ACC.** The term “*ACC*” shall mean the Architectural Control Board as established under this Declaration.
- 1.2 **Affiliate.** The terms “*Affiliate*” or “*Affiliates*” shall mean a parent, sister or subsidiary corporation, joint venturer, partner, manager or member of the Declarant or an Owner or a person who owns more than fifty percent (50%) of the voting stock, partnership or membership interests in an Owner or the Declarant.
- 1.3 **Architect.** The term “*Architect*” shall mean a person duly licensed as an architect under the laws of Wisconsin or any other state acceptable to the Declarant.
- 1.4 **Association.** The term “*Association*” shall mean Northern Gateway of Saukville Owner’s Association Inc., a non-stock, non-profit Wisconsin corporation whose membership consists of Owners of Parcels in Northern Gateway.
- 1.5 **Board of Directors.** The terms “*Board of Directors*” or “*Board*” shall mean the governing body of the Association, elected according to the Bylaws of the Association.
- 1.6 **Building.** The term “*Building*” shall include both the main portion of any building on the Property, and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.
- 1.7 **Building Site.** The term “*Building Site*” or “*Site*” shall mean any Parcel or contiguous Parcels or portion(s) thereof within the Park upon which Buildings may be erected and used in conformance with these Covenants and the statutes, regulations, codes and ordinances of the State of Wisconsin, County of Ozaukee and the Municipality.
- 1.8 **Common Areas.** The term “*Common Areas*” shall include, but are not limited to, such things as private sanitary sewer mains and laterals, private water mains and laterals, the Water Loop, street lights, structures, maintenance equipment, drainage systems and drainage facilities contemplated in the Master Grading Plan, Storm Water Facilities, Restricted Outlots, wetlands, sidewalks, walking paths, bike paths, trails, common entry and access ways, Park Signage, and other

Improvements which have been constructed or maintained for the common good of the Owners. Each Lot Owner and the Unrestricted Outlot Owners shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot or Unrestricted Outlot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other such conveyance.

- 1.9 **Declarant.** The term “***Declarant***” shall mean, in addition to Northern Gateway Partners, LLC, any person or organization which shall be assigned the right to enforce these Covenants under Section 12.1.
- 1.10 **Detention Pond.** The term “***Detention Pond***” shall mean that certain detention pond to be installed upon the real property as shown on the Plat.
- 1.11 **Development Agreement.** The term “***Development Agreement***” shall mean that certain Development Agreement between the Village of Saukville and Northern Gateway Partners, LLC dated August 31, 2022, as amended.
- 1.12 **Engineer.** The term “***Engineer***” shall mean a person duly licensed as a professional engineer under the laws of Wisconsin or any other State acceptable to the Declarant.
- 1.13 **Improvements.** The term “***Improvements***” shall mean any man-made changes in the natural condition of the Property including, but not limited to, Buildings, structures, or other construction of any kind, (whether above grade, below grade, or on the land surface), fences, walls, signs, additions, alterations, screen enclosures, sewers, drains, disposals, lakes, waterways, roads, paving, utilities, grading, landscaping and exterior illumination, and shall expressly include any changes in existing Improvements.
- 1.14 **Master Grading Plan.** The term “***Master Grading Plan***” shall mean that certain Grading & Erosion Control Plan, as may be amended from time to time, adopted by the Declarant describing the drainage pattern of the Property and outlining the proposed drainage system for the Park, together with any future revisions to said plan, which plan and revisions shall be available for review at the office of the Declarant. The Master Grading Plan may contemplate installation and maintenance of various drainage systems and drainage facilities, including, but shall not limited to, retention and/or detention ponds or swales, areas of open water, whether permanent or seasonal, natural or man-made, and related facilities forming part of the Park’s drainage system. A Stormwater Management Practices Maintenance Agreement will be entered into between the Declarant and the Village of Saukville and recorded in the office of the Register of Deeds of Ozaukee County (the “***SMPMA***”), upon execution, the SMPMA will be deemed to be a part of and incorporated into the Master Grading Plan.

- 1.15 **Municipality.** The term “***Municipality***” shall mean the Village of Saukville, County of Ozaukee, State of Wisconsin in which the Property is located or such other municipality in which the Property or any part thereof may be located.
- 1.16 **North Campus.** The term “***North Campus***” shall mean Lots 1, 2, 3, 4, 5, and Outlots 1, 6 and 7.
- 1.17 **Occupancy.** The term “***Occupancy***” shall mean the legal right of any person or organization, whether Owner, lessee, tenant, licensee or such person’s heirs, assigns, successors in interest or personal representatives, to possess and/or use any Parcel or Improvement within the Park as determined by the issuance of an occupancy permit by the Municipality, whether or not such right is exercised. In the event that the Municipality does not have a system of issuing occupancy permits, then “***Occupancy***” shall occur when the improvements are sufficiently complete such that they are in compliance with all applicable building and zoning codes, local ordinances and state law and can be used for the purposes intended.
- 1.18 **Outlot.** The term “***Outlot***” or “***Outlots***” shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat. As provided below, the Outlots are divided between Restricted Outlots and Unrestricted Outlots.
- 1.19 **Owner.**
- (a) The term “***Owner***” shall mean one or more partners, members, managers, persons, trusts, corporations, partnerships, limited liability companies or other entities holding record title to the fee simple interest to a Parcel or Parcels, and shall include land contract purchasers (but not land contract vendors) and secured parties if in possession, their heirs, assigns, successors in interest or personal representatives. An Owner may, upon prior written notice to the Declarant, assign all or part of its rights hereunder to said Owner’s tenant or lessee. An Owner may not assign its duties and obligations hereunder.
 - (b) The term “***Owner***” shall not include the Declarant with respect to Parcels not yet sold by the Declarant, Parcels repurchased by the Declarant pursuant to Section 3.2, or undeveloped Parcels repurchased by the Declarant pursuant to Section 3.3; however, the Declarant shall be considered an “Owner” with respect to developed Parcels repurchases by the Declarant pursuant to Section 3.3 and with respect to unsold Parcels to be developed by the Declarant.
 - (c) The term “***Original Owner***” shall mean the first purchaser of each Parcel or Parcels from the Declarant.
- 1.20 **Parcel.** The terms “***Parcel***” or “***Parcels***” shall mean a fractional part of the Property which has been designated as a separate parcel by or with the written approval of the Declarant.

- 1.21 **Park Signage.** The term “*Park Signage*” shall mean any signage owned and/or operated by the Declarant and/or Association which identifies the Park, including the common entry monument sign identifying the Park and/or common pylon sign identifying the owners/tenants of the Park.
- 1.22 **Plan Commission.** The term “*Plan Commission*” shall mean the Plan Commission or such other committee of each Municipality authorized to review and approve land use planning.
- 1.23 **Plat.** The term “*Plat*” shall mean the plat of Northern Gateway recorded November 16, 2023 with the Ozaukee County Register of Deeds office on as Document No. 1154197, as corrected by that certain Correction Instrument dated November 29, 2023 recorded on November 30, 2023 as Document No. 115449, and attached hereto as Exhibit B.
- 1.24 **Plaza.** The term “*Plaza*” shall mean that certain Outlot 5 which may be owned by Declarant, Village and/or a third party owner, and used as a public space to the Park. The Plaza is subject to the terms contained in the Development Agreement.
- 1.25 **Property.** The Property subject to this Declaration shall be only the real property located in Saukville, Wisconsin as more particularly described on Exhibit A attached hereto and incorporated herein.
- 1.26 **Restricted Outlots.** The term “*Restricted Outlot*” or “*Restricted Outlots*” shall mean Outlots 1, 3, 4 and 6. No Improvements, Structures or Buildings shall be placed on the Restricted Outlots without Declarant’s express prior written approval.
- 1.27 **Site Plan.** The term “*Site Plan*” shall mean a comprehensive plan describing the development of a Building Site as described in Section 4.1.
- 1.28 **South Campus.** The term “*South Campus*” shall mean Lot 6, and Outlots 2, 3, 4, and 5.
- 1.29 **Storm Water Facilities.** The term “*Storm Water Facilities*” shall mean any improvements designed for purposes of handling storm water in the Park, any water quality treatment improvements, as well as any above-ground or below-ground detention or retention facilities located in the Park, including the Detention Pond and the Water Loop, together with the Storm Water Management Easements. Upon construction by the Declarant, the Storm Water Facilities shall be part of the Common Areas to be maintained by the Association, the costs of which shall be included with the annual assessments.
- 1.30 **Storm Water Management Easement.** The terms “*Storm Water Management Easement*” or “*Storm Water Management Easements*” shall mean those storm water management easement areas as shown on the Plat.
- 1.31 **Structure.** The term “*Structure*” shall mean an above-ground Improvement.

- 1.32 **Unrestricted Outlots.** The term “*Unrestricted Outlot*” or “*Unrestricted Outlots*” shall mean Outlots 2, 5 and 7. The Unrestricted Outlots are not part of the Common Areas. These outlots can be conveyed to third parties, and developed with Buildings, Structures and Improvements in accordance with this Declaration.
- 1.33 **Water Loop.** The term “*Water Loop*” shall mean that certain water main and facility identified in the Development Agreement.

ARTICLE II PERMITTED USES

- 2.1 **Compliance with Zoning.** All Building Sites in the Park shall be developed in conformance with the Development Agreement and with any and all zoning requirements in effect as of the date of application and approval of necessary building permits or, if deemed more restrictive in the sole judgment of the Declarant, with the zoning requirements in existence on the date of this Declaration for the specific zoning district(s) in which such Sites are located. Owners shall be responsible for ascertaining the zoning classification applicable to their Building Sites, and shall comply with all regulations applicable to such classification.
- 2.2 **Covenants, Conditions, Restrictions and Easements.** The Park shall be, on the date this Declaration is recorded, subject to:
- a. General taxes and special assessments not yet due and payable;
 - b. Easements and rights in favor of gas, electric, telephone, fiber optics, water, sewer, cable television and other utilities and utility providers;
 - c. All other easements, covenants, declarations and restrictions of record, including, but not limited to, any easements and restrictions created by the prior-recorded Plat;
 - d. All municipal zoning and building ordinances;
 - e. All other governmental laws and regulations applicable to the Park;
 - f. The Development Agreement; and
 - g. [Stormwater Maintenance Agreement by and between the Village and Declarant].
- 2.3 **Nuisances.** No noxious or offensive trade or activity, whether or not permitted by applicable zoning, shall be carried on within the Park, nor shall anything be done which is or may become an annoyance or nuisance to adjacent Owners or other Park users, or which is inconsistent with these Covenants or other governmental or private restrictions applicable to the Property. Violation of these Covenants

shall constitute a nuisance under this section and may be subject to enforcement under Article XII below.

- 2.4 **Hazardous Waste.** Notwithstanding anything to the contrary in these Covenants and/or applicable zoning, no storage of hazardous or toxic waste, or discharge of such waste into the sanitary system or surface drainage system, shall be permitted within the Park without the express prior written approval of the Declarant. Any party violating this provision, whether intentionally, negligently, or otherwise hereby agrees to indemnify, defend and hold harmless the Declarant, its Affiliates and each and every other Owner against any and all liability and costs arising from such violation, including reasonable attorney's fees.

ARTICLE III SITE SPECIFICATIONS AND REQUIREMENTS

- 3.1 **No Subdivision of Parcels.** After a Parcel has been purchased, such Parcel shall not be further subdivided without the written consent of the Declarant. No Owner may sell, lease or rent less than all of a Parcel, or record a plat of condominium against a Parcel, without the written consent of the Declarant. The Declarant may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to leases to occupy space within a Building developed for said course of business.
- 3.2 **Proceeding with Work: Right of Repurchase.** The Original Owner of a Building Site, and any subsequent Owner, shall have eighteen (18) months, or such longer period as may be approved by the Declarant, from the closing date of the sale of the Site by the Declarant to the Original Owner to begin development of the Site. Once development begins, it shall continue uninterrupted until completion, which shall be no later than eighteen (18) months from commencement, unless a longer period is expressly granted in writing by the Declarant. If an Owner fails to comply with this section or any agreement between the Declarant and an Owner hereunder permitting development at a later date, the Declarant may, but shall not be required to, purchase the Site for eighty-five percent (85%) of the price paid to the Declarant by the Original Owner, if another price is not willingly agreed to in writing by the Declarant and the then Owner, by giving written notice to the then Owner of its intention to repurchase. The notice can be given at any time after failure of an Owner to comply with this section. The Original Owner shall pay all costs incurred by either party in connection with any repurchase under this Section, including but not limited to the costs of providing a title insurance policy insuring the Declarant in the amount of the price, all transfer taxes and all escrow and closing costs.

Intentionally Omitted.

- 3.3 **Limit on Development.** No more than seventy-five percent (75%) of any Building Site may be covered with Buildings, Structures or other Improvements impervious to surface water absorption, (i.e., drives, parking lots, concrete

loading areas). No more than fifty percent (50%) of any Building Site may be covered with Buildings. Restricted Outlots shall not be developed with Building, Improvements, Structures or impervious surfaces.

- 3.4 **Duty to Landscape.** All areas of a Building Site not designated on a Site Plan approved by the Declarant for Buildings, Structures, Improvements, storage, walks, parking areas and/or drive aisles shall be fine-graded, seeded and/or sodded, landscaped, watered and maintained in an attractive condition in accordance with the landscaping plans required in Article VII.
- 3.5 **Setbacks.** Each Parcel shall conform to the State, County and Municipality's setback requirements together with the setbacks identified on the Plat.
- 3.6 **Utility Easements.** As reflected on the Plat, the Parcels are encumbered by non-exclusive easements for utilities serving, in whole or in part, the Park or any Parcel located therein (the "**Utility Easements**"). By accepting title to a Parcel each Owner hereby agrees that such areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request by the Declarant or the Association, each Owner shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) at no cost to the Declarant or the Association and upon such other terms as may be reasonably requested. No Improvements may be constructed in the Utility Easement areas.
- 3.7 **Use of Excavated Materials.** The Declarant shall at its option have the right to free use of any soil, sand, gravel, rock or other material excavated from any Building Site or Parcel, if such material is not used upon the Site or Parcel from which it was excavated. The Owner of the Site or Parcel shall deposit any such material at whatever location within the Park the Declarant shall require. No excavated material shall be removed from the Park without the prior consent of the Declarant.
- 3.8 **Finish Grade.** Each Owner must strictly adhere to and finish grade its Parcel in accordance with the Master Grading Plan or any amendment thereto approved by the Declarant and on file in the office of the Municipality's Clerk. The Declarant and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Parcel, upon 24 hours written notice to Owner, for the purpose of inspection, maintenance, correction of any drainage condition.
- 3.9 **Maintenance of Sites and Improvements.** Each Parcel Owner shall at all times, at the Parcel Owner's sole cost and expense, maintain their Site and all Improvements on the Parcel in good repair and condition, in an orderly and presentable manner, free from debris, even if no Structure has been constructed by such Owner. Such maintenance obligations shall expressly include, but is not limited to, the cutting of grass and snow removal from driveways and sidewalks, if any, and any signage located on their Site. In the event the Owner does not

properly landscape or maintain any Site or Improvement, or properly maintain any signage, as reasonably determined by the Declarant and/or Association consistent with the terms of this Declaration, the Declarant and/or Association may send written notice to the Owner indicating that the Declarant has determined that the Site, Improvement and/or signage are not being properly landscaped and/or maintained, and further indicating that the Declarant and/or Association may, at its sole option, perform such landscaping and/or maintenance if not properly done by the Owner. The above-referenced notice shall give the Owner a minimum of seven (7) days to correct the problem. If the Site or Improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Declarant and/or Association shall then have the authority to landscape and/or maintain any such Site, Improvement and/or sign referred to in said notice and shall have the right to charge the Owners for any costs incurred by the Declarant and/or Association as a result of said landscaping and/or maintenance under Section 13.3 below. The Municipality, following prior written notification to the Declarant, and the Owner, may, if authorized under applicable Municipality ordinance, conduct work to maintain such landscaping of the Site and to maintain Improvements to ensure such are in good working order and appearance. The Municipality may assess the cost to the Owners or the Declarant as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid within the period fixed by the Municipality, the charges shall become a lien on the Parcels as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as provided in Section 66.0627, Wis. Stats. The Declarant and/or Association may, in turn, assess such cost to the Owners as described below.

- 3.10 **Municipal Regulation and Applicable Laws.** The Declarant, its successors and assigns, and all parties hereafter having an interest in the Park, are subject to all rules, codes, regulations, and ordinances of the Municipality, Ozaukee County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Covenants. In the event there is a conflict between the requirements of these Covenants and any provision of the Municipality, County, State or federal law or regulation, the more restrictive provisions shall apply.

ARTICLE IV SITE PLANS/DEVELOPMENT

- 4.1 **Site Plan.** No new Improvements, or modifications of any kind or degree to existing Improvements, shall be made or constructed upon a Building Site or other Parcel until a detailed Site Plan of the entire Building Site or Parcel is reviewed and approved, in writing, by the ACC. An Owner intending to obtain any such approval shall submit such application to the ACC for review and approval, which approval may be granted or withheld in the sole discretion of the Association, with a common scale not smaller than 1" = 100'. The Site Plan review and approval by the ACC shall be in addition to any approvals required by applicable laws, ordinances or applicable regulatory approval conditions of the Municipality. Disapproval by the ACC shall be final, notwithstanding later

favorable action by the Plan Commission. Improvements shown on such Site Plan shall include, but not be limited to:

- (a) All existing and proposed finished grade levels to National Geodetic Vertical Datum;
- (b) All Buildings, Improvements and other Structures, showing the setbacks required by Section 3.6;
- (c) Sidewalks and driveways (including types of materials);
- (d) Parking areas (including types of materials);
- (e) Loading areas (including types of materials);
- (f) Utility and storage areas (including types of materials);
- (g) Lawns and landscaped areas (including types and sizes of materials);
- (h) Water impoundments;
- (i) Fences (including types of materials);
- (j) Lights (including types and poles), and illumination levels at Parcel lines measured in foot candles, based on the height of fixtures and manufactured-provided cut sheets;
- (k) Areas of fill or cut;
- (l) Storm water drainage plans and facilities;
- (m) On-Site sewer, water and other utility locations, sizes and easement locations;
- (n) Location and type of refuse collection facilities; and
- (o) All exterior signs and all other signs visible from the exterior of Buildings, Improvements and Structures.

ARTICLE V ARCHITECTURAL BUILDING PLAN REVIEW

- 5.1 **Architectural Control Committee.** So long as Declarant has title to any Lot subject to this Declaration, the ACC shall consist of three (3) members appointed by Declarant. The Declarant appointed members are not required to be Lot Owners in the Park. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earliest of: (i) 30 days from Declarant's conveyance of the final

Lot to an Owner; (ii) ten (10) years from the date of this Declaration; or (iii) Declarant's election to waive its rights to control the ACC. Upon Declarant's surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided however, that if elected by the Board, a representative(s) of the Declarant may serve on the ACC.

- 5.2 **Building Plan.** No Building, Improvement or other Structure shall be constructed or placed on any Building Site or other Parcel; nor shall any Building, Improvement or Structure be remodeled or altered; until detailed plans and specifications for such Building, Improvement, Structure, or remodeling, alteration or addition thereto, have been reviewed and approved, in writing, by the ACC. An Owner intending to obtain any such approval shall submit such application to the ACC for review and approval, in writing, which approval may be granted or withheld in the sole discretion of the ACC. The building plan review and approval by the ACC shall be in addition to any approvals required by applicable laws, ordinances or applicable regulatory approval conditions of the Municipality. Disapproval by the ACC shall be final, notwithstanding later favorable action by the Plan Commission.

Building plans shall comply with the following minimum requirements:

- (a) Plans shall be prepared by an Architect or Engineer in at least 1/8" = 1' scale;
- (b) Plans shall show Building location(s) within the Building Site;
- (c) Floor plans and building elevations shall show all features and information required by the Plan Commission and the State of Wisconsin;
- (d) Plans shall show all public and/or private utility connections and storm water draining systems; and
- (e) Plans shall identify all proposed materials, samples and/or color charts if requested by the Declarant.

- 5.3 **Building Standards.** Buildings, Improvements and Structures shall comply with the Municipality's Design Standards, Municipality's Ordinances and other applicable laws and regulatory approval conditions, and the following minimum standards:

- (a) They shall be designed by an Architect or Engineer. No side, elevation or facade of a Building, Improvement or Structure is exempt from public view, consequently, all sides, elevations, or facades of all Buildings, Improvements and Structures shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.

- (b) All Buildings shall be unique in character and the design and exterior appearance shall not be identical to other Buildings to avoid monotony within the Park.
- (c) Each Building shall be designed to provide relief through dimension variation, material type or color(s) to help reduce Building scale.
- (d) The majority of exterior and externally visible opaque surfaces shall be constructed of the following primary materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
 - (i) Brick;
 - (ii) Architectural precast concrete panels with painted finish and/or exposed aggregate finish;
 - (iii) Decorative concrete block for no more than 90% of the exterior building wall area, except for office buildings in which case it shall not exceed 50% of the exterior wall area);
 - (iv) Stone – simulated, cut or full depth;
 - (v) Exterior insulation and finish systems (EIFS) is acceptable for retail buildings only but only if installed at 4'-0" above grade and not to exceed 30% of the exterior wall area;
 - (vi) Wood (as an accent or trim material but in no event to exceed 30% of the building's exterior area);
 - (vii) Prefinished architectural metal panels, profile panels, steel panels or composite metal panels;
 - (viii) Other similar buildings materials recommended by an Architect retained by the Declarant; and/or
 - (ix) Other building materials being developed, and to be developed, by the construction industry. The use of such materials will be reviewed by the Declarant on a case-by-case basis.

Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other Buildings, Improvements and Structures in the Park.

- (e) All mechanical, electrical, pollution control or waste handling equipment, utility enclosures, whether roof, pedestal or ground mounted, and any

outside solid waste, raw material, inventory, finished product, equipment, fuel storage facility or other storage of any kind, shall either be architecturally screened from ground view using materials identical to, or structurally and visibly compatible with, the main Buildings or Structures on the Building Site or based on roof placement relative to Building edge, or shall be landscape screened in accordance with Article VII. All storage areas shall be screened as provided above and shall be hard-surfaced with either concrete or asphalt materials within ninety (90) days from the date of Occupancy, or as soon thereafter as weather will permit if such period occurs during winter months. A line of sight perspective shall be provided together with all Building plans to confirm screening of mechanical, electrical, pollution control or waste handling equipment and utility enclosures.

- (f) All Buildings to be constructed on a Building Site which are to be heated or cooled shall be designed and constructed in an energy efficient manner consistent with sound and prudent design and construction techniques.

5.4 **Accessory or Ancillary Improvements.** Accessory or ancillary Improvements will be approved by the ACC only if such Improvements are necessary to the principal use of the Building Site, are in architectural and aesthetic conformance with other Building(s), Improvement(s) or Structure(s) on the Site, are properly screened, meet all requirements of these Covenants and are otherwise satisfactory to the ACC in its sole discretion. No Building, Improvement or Structure of a temporary nature may be constructed on any Building Site except construction sheds in use during construction. Such sheds shall be promptly removed upon completion of construction.

5.5 **Utilities.** The Declarant may, in its sole discretion, designate exclusive utility providers for the Park, including but not limited to providers of telephone, cable, Wi-Fi, data and other services. All utilities serving a Building Site shall be installed underground. Associated above-ground apparatus shall be screened from street view with landscaping or an enclosure approved by the Association.

ARTICLE VI DRAINAGE

6.1 **Drainage Plan.** Prior to constructing any Improvements upon a Building Site or other Parcel, the Owner shall submit to and obtain written approval from the Declarant of a detailed plan describing all drainage facilities upon the Site.

6.2 **Conformance with Master Grading Plan.** Each Owner shall be responsible for controlling drainage from its Building Site or Parcel, including construction of retention facilities, if deemed necessary by the Declarant. The existing drainage pattern on a Site shall not be changed significantly, and no change to the drainage pattern on other lands within the Park shall be caused by an Owner which varies

from the Master Grading Plan as that Plan is amended by the Declarant from time to time. See also Section 3.11 concerning the Municipality's requirements.

- 6.3 **Storm Drainage.** Storm drainage outfall from a completely developed Site, and generated from a 10-year rain storm event, shall not exceed the physical abilities of the streams, drainage ways or storm sewers immediately adjacent to and downstream from the Site to accommodate such outfall. Such drainage shall be in compliance with the Master Grading Plan and with all Wisconsin Department of Natural Resources rules and regulations. The North Campus shall utilize Outlots 1 and 6 for drainage. The South Campus shall utilize Outlots 1, 3, and 4 for drainage.
- 6.4 **Erosion Control.** Each Owner shall take whatever steps are deemed reasonably necessary by the Declarant to prevent erosion during the construction of any Improvements and as provided in the Master Grading Plan.

ARTICLE VII LANDSCAPING

- 7.1 **Landscaping Plan.** The landscaping upon any Building Site or Parcel shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved, in writing, by the Association or its designated representative. An Owner intending to obtain any such approval shall submit such application to the ACC for review and approval, in writing, which approval may be granted or withheld in the sole discretion of the ACC. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The landscape plan shall also show all ground cover and mulch areas, landscape and construction materials, and construction details. The landscape plan review and approval by the ACC shall be in addition to any approvals required by applicable laws, ordinances or regulatory approval conditions of the Municipality. Disapproval by the ACC shall be final notwithstanding later favorable action by the Plan Commission.
- 7.2 **Landscaping Methods.** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkling systems, foundations, storm run-off retention ponds, reflective ponds, and landscaping lighting.
- 7.3 **Plant Material.** Selected plant material should provide for a variety of shade trees, evergreen trees and shrubs, ornamental trees and shrubs and ground covers. The Association may designate those plant materials permitted in the Park from time to time. In general, plant material selection shall take into consideration the following:
- (a) Disease and insect resistance.

- (b) Hardiness to the area.
 - (c) The ability to provide seasonal interest.
 - (d) Future maintenance considerations.
- 7.4 **Time for Completion.** All landscaping shall be completed within ninety (90) days following Occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- 7.5 **Maintenance.** The Owner of a Building Site shall be responsible for maintaining all landscaping as approved on the original plan for the Building Site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the ACC. Landscaped areas, materials, fixtures, and Improvements shall be maintained by the Owner of the Building Site, or by such Owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the Building Site landscape in a state of growth and visual beauty. Building Sites shall at all times be kept free of weeds, grass clippings, leaves, branches, and other natural debris as well as paper, cans, empty storage drums, crates, pallets, boxes, tires, and other trash or debris.
- 7.6 **Screening.** Landscape materials planted, located and oriented for the primary purpose of screening an ancillary Structure or appurtenance or storage, loading or parking area under Sections 5.2, 5.3 and Article VIII shall be of sufficient size to immediately screen a minimum of fifty percent (50%) of such Structure or area and be of a plant type that will provide full screening within three (3) years from time of planting.
- 7.7 **Open Water.** Any liability concerning the maintenance of open water on a Building Site or Parcel shall be that of the Owner, and any disposal or diversion of such water from the Site shall be carried out only with written permission of the Declarant and, if affecting lands outside the Park, the permission of the Municipality's Plan Commission.

ARTICLE VIII

OFF-STREET SIDEWALKS, PARKING, LOADING AND STORAGE

- 8.1 **Sidewalks, Parking and Loading Areas.** Off-street sidewalks, parking and loading areas shall be provided on each Building Site and shall be of sufficient size to accommodate all planned or anticipated pedestrian, parking and loading needs of all Site occupants and visitors. Loading areas shall be separate from parking areas on any Site where possible, as determined by the Declarant and/or ACC in its sole discretion. Front or street yard parking shall only be allowed provided the same is adequately screened, as determined by the Declarant in its sole discretion but at a minimum standard as provided for in the Municipality's

zoning ordinance. Contiguous, pedestrian-only sidewalks from the primary Building entrance to the first row of any customer and/or employee parking also shall be provided.

- 8.2 **No On-Street Parking.** No motor vehicle or trailer may park on any street, driveway, or on any access easement.
- 8.3 **Storage of Trailers and Vehicles.** There shall be no long-term storage of trailers or vehicles on any Building Site unless adequately screened as approved by the Declarant and/or ACC in writing and unless such storage is necessary to the Owner's or lessee's principal business conducted on the Site. Any necessary conditional use for such storage also must be approved by the Municipality. The determination for what types of storage require a conditional use is made by the Municipality per Municipality Ordinance.
- 8.4 **Hard-Surfacing.** All parking, loading and driveway areas shall be hard-surfaced with either concrete or asphalt materials at the date of Occupancy, or as soon thereafter as weather will allow if such period occurs during winter months. All drive entrances (from Site boundary to setback line) and all loading areas shall include concrete aprons to minimize long-term maintenance.
- 8.5 **Drainage.** All parking, loading, and driveway areas shall be properly sloped and graded to ensure positive drainage to common, private drainage facilities, if any, within the Property. The perimeter of all hard-surfaced areas on the Site shall be edged with a permanent vertical- faced concrete curbing where necessary to facilitate such drainage. Curbing shall be constructed to transition with curbs within the public or private right-of-way.
- 8.6 **Landscaping.** Every Building Site shall be landscaped consistent with standards that meet or exceed all ordinance and regulatory requirements of the Municipality, including but not limited to, uniform landscaping and details adjacent to all publicly dedicated streets. The visual effect of all parking, loading, storage and driveway areas shall be "softened" by use of the landscaping so as to minimize the visibility of hard-surfaced areas, vehicles and equipment to motorists and people working in the Park.
- 8.7 **Location of Loading Areas.** Truck and truck-trailer loading, receiving and parking areas shall be located away from the street side(s) of any Building wherever possible, and shall be designed and located so as to confine all truck maneuvering to the Building Site. In addition, all such loading areas shall be given priority with respect to landscape screening.

ARTICLE IX SIGNAGE AND LIGHTING

- 9.1 **Park Signage.** Declarant hereby reserves the right for itself and/or the Association to create an easement on certain Parcels with the Park for the purpose

of the Park Signage, together with any related easement for access, construction, maintenance, and lighting.

- 9.2 **Sign Approval.** The Declarant recognizes the need for signs advertising the identity of Owners and occupants and the businesses they conduct on the Property, and also recognizes that acceptable standards for such signs may change from time to time. All requests for signs on any Building Site or other Parcel within the Park shall be submitted to the ACC for approval and shall contain detail as to size, location, materials, color and lighting together with a full color rendering. The ACC may approve or disapprove the request, in writing, or may require that the proposal be altered to fulfill the intent of these Covenants. If the ACC does not act upon a sign proposal within thirty (30) days after submission, the proposal shall be deemed approved. All decisions regarding signs shall be within the sole discretion of the ACC and subject to any approval required by applicable laws, ordinances and regulatory approval conditions of the Municipality as well.
- 9.3 **Sign Standards.** Any sign located within the Park shall, in addition to complying with applicable Municipality Ordinances and other applicable laws and regulatory approval conditions, meet the following minimum standards:
- (a) Signs may only advertise the name(s) of the Building occupants, the Owners of the Building Site, and the product manufactured or sold on the Building Site.
 - (b) Each Building Site shall contain only one major “monument” type of sign at the entry of each Site, unless approval for additional signage is granted by the ACC and the Municipality. Additional signage may be mounted on the Building subject to local zoning ordinances and ACC approval.
 - (c) Signs shall be permanently affixed to the face of the Building or to the ground, and shall not flash, pulsate, rotate or be affixed with moving appurtenances. Roof top signs are prohibited.
 - (d) Signs attached to Buildings shall not extend above the higher of the ceiling line of the top floor or the top of a parapet wall.
 - (e) Smaller signs adjacent to individual tenant entrances and identifying individual tenants or directing traffic may also be allowed at the sole discretion of the ACC.
 - (f) All signs must be architecturally compatible to other Improvements.
 - (g) It is the ACC’s intent to require common materials and heights for all signage and common adjacent landscape themes surrounding such signage.

- 9.4 **Lighting Standards.** Lighting on individual Building Sites shall adhere to applicable governmental lighting codes and ordinances, as well as the following requirements:
- (a) All exterior lighting shall be energy efficient and shall be located, oriented, and of an intensity to illuminate only the Building Site or Parcel where located without detrimentally affecting activity on adjacent Sites or Parcels or traffic on streets and highways.
 - (b) Lighting shall not be located on the roofs of Buildings. Any lights affixed to a Building shall be oriented downward at no more than a 45-degree angle from the vertical so as to light only areas immediately adjacent to the Building and shall not be used to illuminate surface parking areas of the Site.
 - (c) Lights may neither flash, pulsate, nor be so bright as to impair or hinder vision on public streets or adjacent Building Sites, or otherwise constitute a nuisance in the judgment of the ACC.
 - (d) Only light emitting diode (LED) or modern equivalent lighting types shall be allowed and sodium vapor, incandescent, mercury vapor, and metal halide lighting types shall be prohibited. Integration of similar lighting fixtures is encouraged.
 - (e) All plans for lighting must be submitted to the ACC for approval.
 - (f) Illumination levels shall not exceed .5 foot-candles at all Site lines common with land uses subject to more restrictive zoning classifications.
 - (g) Light poles, not to exceed 30 feet in height (from the ground elevation to the top of the head), and pole-mounted fixtures shall be installed throughout any surface parking areas to provide safe illumination, consistent with ordinances of the Municipality. Surface parking lots shall not be illuminated by lighting affixed to Buildings.

ARTICLE X AREA-WIDE BENEFITS

- 10.1 **Improvements not Specifically Addressed.** The construction and placement of Improvements such as special utilities, antennae, receiving dishes, towers, incidental storage buildings, and other facilities not specifically addressed elsewhere within these Covenants shall require the written approval of the ACC.
- 10.2 **Maintenance and Repair.** All Improvements on Building Site shall be kept, maintained and repaired in good condition at all times. Regular maintenance routines shall be followed by Owners such that the Improvements continue to be maintained, at all times, as nearly as possible, in the condition set forth in the Site Plans and Building Plans approved by the ACC. Any damage resulting from

casualty loss to any Improvements shall be immediately replaced or repaired by Owner to their original condition, as nearly as possible, at the Owner's sole expense.

- 10.3 **Right to Enter and Maintain.** The Declarant shall have the right to enter upon any Parcel, at reasonable times and after reasonable notice to the Owner, for the purpose of maintaining, renewing, or reconstructing any utilities, facilities, other Improvements which benefit other Parcels, in addition to benefiting such Parcel or pursuant to the SMPMA. If such Parcels contain public utilities or facilities having an area-wide benefit, which are maintained by the Municipality, the Municipality, following prior written notification to the Declarant and the Owner, may, if necessary to maintain such facilities in good working order and appearance, renew, reconstruct, or maintain such facilities or utilities and assess the cost to the Owners or to the Declarant, which will, in turn, assess such cost to the Owners as described below. No prior written notification shall be required for emergency repairs. Notwithstanding the foregoing, this Section shall not authorize the Declarant or the Municipality to unreasonably interfere with any normal and customary business operations of an Owner or Occupant on their Site. See also Section 3.10 concerning maintenance requirements.
- 10.4 **Right to Assess.** The costs of such maintenance, renewal or reconstruction whether by the Declarant or the Municipality may be assessed against Owners of all Parcels within the Property, on a pro rata basis, based on the acreage of real estate owned, excluding any acreage designated for Common Areas. Any assessment imposed hereunder shall be a lien against the real property subject to the assessment and enforcement as set forth in Article XII below. Such lien shall be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage. See also Section 3.10 concerning maintenance requirements.

ARTICLE XI PERFORMANCE STANDARDS

- 11.1 **Control of Noise, Vibrations, Dust, Etc.** It is difficult, if not impossible, to set minimum or maximum standards for control of noise, vibration, dirt, dust, smoke, odor, glare, and waste within a mixed-use business park. Therefore, to protect the Declarant's interest in the Property, and to facilitate the orderly development of the Park, the plans required under Articles IV and V shall contain sufficient engineering data to enable the Declarant to determine whether the proposed Improvements will operate within limits acceptable to the Declarant with respect to noise, vibration, dirt, dust, smoke, order, glare, and waste.
- 11.2 **Operations.** Owner shall operate all Improvements and conduct all of its activities on the Property in accordance with the limits established pursuant to Section 11.1.

ARTICLE XII

ENFORCEMENT, TERMINATION, MODIFICATION

- 12.1 **Right to Enforce.** These Covenants are imposed solely for the benefit of and are enforceable only by the Declarant or such person or organization specifically designated by the Declarant in a document recorded in the office of the Ozaukee County Register of Deeds, as its assignee for the purpose of enforcement thereof. Purchase of the Property or any part or Parcel thereof by any other party shall not alone confer the right to enforce these Covenants.
- 12.2 **Manner of Enforcement.** These Covenants shall be enforceable by the Declarant and its assigns in any manner provided by law or equity, including but not limited to one or more of the following:
- (a) Injunctive relief;
 - (b) Action for specific performance;
 - (c) Action for money damages; and/or
 - (d) Performance of the Covenants by the Declarant on behalf of any party in default therefore for more than thirty (30) days (or any shorter period of time specified in these Covenants), after receipt by such party of written notice from the Declarant describing such default. In such event the defaulting Owner shall be liable to the Declarant for the actual costs of the Declarant in performing these Covenants.
- 12.3 **Reimbursement.** Any amounts expended by the Declarant in promulgation, monitoring, or enforcing these Covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against such Owner's or other party's Parcel until such amounts are reimbursed to the Declarant, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- 12.4 **Failure to Enforce Not a Waiver.** Failure of the Declarant or its assigns to enforce any provision contained herein shall not be deemed a waiver of the Declarant's or its assigns' right to enforce these Covenants in the event of a subsequent default.
- 12.5 **Right to Enter.** The Declarant shall have the right to enter upon any Building Site or other Parcel within the Park for the purpose of ascertaining whether the Owner of said Site or Parcel is complying with these Covenants, and, if the Declarant so elects under Section 12.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.
- 12.6 **Right to Vary.** The Declarant may, in its sole discretion, grant variances from the strict application of these Covenants where strict application of any provision

would result in exceptional or undue hardship to the Owner of any Building Site or Parcel, or where otherwise deemed appropriate by the Declarant.

- 12.7 **Right to Modify.** The Declarant may, subject to staff review by the Municipality, which shall not be unreasonably withheld, at any time and from time to time, modify these Covenants in writing. Such modifications shall apply only to Building Sites and Parcels then owned by the Declarant, and to any alterations to existing Improvements or new Improvements on all other Sites and Parcels. Modifications shall take effect upon recording. Notwithstanding the foregoing, no modification of these Covenants which benefit the Municipality (which are deemed to be Sections 2.2, 3.10 or 3.11 or Article VI) shall be modified absent the consent of the Municipality in writing that is duly recorded in the office of the Ozaukee County Register of Deeds.
- 12.8 **Duration.** These Covenants shall be binding upon Owners and shall continue and inure to the benefit of the Declarant and its assigns for a period of forty (40) years from the date of recording, unless the Declarant earlier records an instrument terminating and releasing the requirements of these Covenants. At the end of forty (40) years, the Covenants shall continue in effect unless the Declarant or a majority of Owners of Building Sites and Parcels within the Park executes and records an instrument terminating or amending them. The restrictions herein which benefit the Municipality shall have an unlimited and perpetual duration, unless terminated by the Municipality in writing that is duly recorded in the office of the Ozaukee County Register of Deeds.
- 12.9 **Addition to or Subtraction for the Property.** The Declarant may, in its sole discretion, from time-to-time subject additional land to the Covenants by recording this document against such land and such additional land shall then be a part of the Property from and after the date of such recording. The Declarant may also, in its sole discretion, by an appropriate recorded document, remove land owned by the Declarant from the effect of these Covenants and thereby reduce the extent of the Property, without the consent of the Owners of the remaining portions of the Property.

ARTICLE XIII OWNER'S ASSOCIATION

- 13.1 **Creation of Owner's Association.** The Declarant has created the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Department of Financial Institutions. All Owners are entitled and required to be members of the Association, and each Parcel shall be entitled to votes based on the amount of buildable acreage in the Park (excluding Common Areas) owned by the Declarant and/or Owners. The Declarant and each Owner shall be allocated one vote for up to five (5) acres owned (of any Parcel but excluding any Common Area), and one additional vote for each additional full three (3) acres owned (of any Parcel but excluding any Common Area). For example, if an Owner owns any Parcel of four (4) acres, it shall be entitled to one vote. If an Owner owns Parcels

containing seven (7) acres, it shall also be entitled to only one vote, but if it owns Parcels containing eight acres, it shall be entitled to two votes, and so on. For purposes of determining the number of votes allocated to the Declarant and/or an Owner, all Parcels owned by a the Declarant and/or an Owner shall be aggregated and all Common Areas shall be excluded. Membership shall pass with title to each Parcel. The Association shall be known as the Northern Gateway of Saukville Owner's Association Inc. The Association is incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The affairs of the' Association shall be governed by the By-Laws to be enacted by the Declarant as incorporator of the Association. The Declarant shall retain control over the operation and management of the Association through appointment or election of all of the Board of Directors until the earliest occurrence of the following:

- Ten (10) years from the date of recording of this Declaration;
- When ninety-five percent (95%) or more of the buildable acreage in the Park has been sold to Owners; or
- The Declarant waives its right to control the operation and management of the Association and turnovers over same to the members of the Association.

The percentage of buildable acreage that has been sold shall be determined by the ratio of buildable acreage sold to the total acreage in the last legal description of record for the Park on the date such calculation is made, (excluding acreage designated for Common Areas). When the Declarant has determined it no longer desires or is no longer permitted to appoint the directors to the Board under this Section, the Declarant shall give written notice of a special meeting to elect directors to the Board to all Owners who have notified the Declarant of their name and address for notice purposes hereunder. Directors appointed to the Board by the Declarant shall continue to serve until election of successor directors by Owners at the meeting of the Owners. Upon election of the Board's directors by Owners, the Bylaws adopted by the Owners for the Association shall control the operation and management of the Association and the election of directors to the Board. The Bylaws for the Association shall provide for the appointment of a manager and shall set forth the rights, duties and obligations of the manager to act on behalf of the Association. Said rights shall include, but not be limited to, the right to establish and administer bank and other accounts on behalf of the Association.

- 13.2 **General Purposes of the Association.** The Association, shall, in addition to the Declarant, be responsible for implementing and insuring adherence to the Covenants and shall have the exclusive management and control of the Common Areas and Restricted Outlots and enforcement of the restrictions contained herein.
- 13.3 **Charges, Assessment and Special Assessments.** According to the following procedures, initially the Declarant and, when the Declarant no longer controls the

Association, the Association shall levy such charges and assessments as may be necessary to carry out its stated purposes:

- (a) General Annual Assessment. All Parcels and the Owners (except the Declarant) thereof shall be subject to a general annual assessment, determined and levied by the Association, for the purpose of defraying the costs and expenses of the Declarant and/or the Association in performing their respective stated purposes and functions, including but not limited to the maintenance and operation of the Common Areas and Restricted Outlots, the enforcement of the Covenants and establishment of reserves. By December 15 of each year the Board shall prepare an annual budget and shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Declarant and/or the Association for the ensuing year, together with reasonable reserves. Until the formation of the Association, the annual budget will be set solely by the Declarant in its discretion. The annual budget shall be considered and approved at the annual meeting by the members of the Association after the Board of Directors are no longer appointed by the Declarant. Votes shall be allocated to the Declarant and/or Owners of Parcels based on the amount of buildable acreage in the Park (excluding Common Areas), as further detailed above in Section 13.1. The general annual assessment shall be allocated and assessed against Owners (but not the Declarant) of all Parcels within the Property, on a pro rata basis, based on the buildable acreage of real estate owned (and excluding acreage designated for Common Areas), and shall be paid at the time and in the manner determined by the Declarant or the Board of Directors of the Association, which time shall not be sooner than January 15 of the year for which the budget applies.
- (b) Special Assessments. Each Parcel and the Owners (except the Declarant) thereof shall be subject to special assessments by the Association to cover all or any part of any extraordinary expenses incurred by the Declarant and/or the Association but not included in the annual budget. Such special assessments shall be assessed against Owners of all Parcels within the Property, on a pro rata basis, based on the buildable acreage of real estate owned (excluding acreage designated for Common Areas). Special assessments shall be due and payable sixty (60) days after written notice thereof shall have been mailed to the Owners.
- (c) Collection and Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby delegated exclusively to the Association. The Owners of Parcels shall be personally obligated to pay such charges, assessments and special assessments upon the Parcels owned by them, and such charges, assessments and special assessments shall also be and constitute a lien, until paid, against the Parcel to which charged. All charges, assessments and special assessments levied which are unpaid when due shall bear interest from such due date at

the rate of twelve percent (12%) per annum until paid in full, any such interest, together with the underlying assessment, shall from such time become and remain a part of the lien upon such Parcel until paid.

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

- (d) Liability for Payment of Charges and Assessments. No Owner (except the Declarant) may exempt itself or its Parcel from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Area or Restricted Outlots, or by the abandonment of his Parcel; no conveyance shall relieve the seller or his Parcel of such liability, and it shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments until all charges and assessments against the Parcel have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Parcel upon written request to the Declarant or to the secretary of the Association, when formed.
- (e) No Fees or Assessments in Event of Tax Forfeiture. Neither Ozaukee County nor the Municipality shall be liable for any fees or special assessment in the event that Ozaukee County or the Municipality become the Owner of one or more Parcels in the Park by reason of tax delinquency.
- (f) No Assessments Against Declarant. Declarant shall not be required to pay any Assessment on any Parcels owned by Declarant.

- 13.4 **Ownership of Common Areas and Restricted Outlots.** After completion of any Common Area and as determined appropriate by the Declarant in its discretion, the Declarant will convey to the Association or any Owner of a Parcel, by quit claim deed and quit claim bill of sale, any and all real and personal property, fixtures, Structures, Improvements which the Declarant, in its sole discretion, may deem to be Common Areas as of the date of such conveyance.

ARTICLE XIV

MISCELLANEOUS

- 14.1 **Submission of Plans.** Whenever an Owner is required by these Covenants to submit plans of any kind to the ACC, such plans shall be submitted in duplicate. After the plans have been reviewed, one set shall be returned to the Owner with the ACC's approval and/or comments. The other set shall be retained by the ACC.
- 14.2 **Time for Approval.** Unless otherwise specifically provided herein whenever the ACC's approval or consent is required hereunder, the ACC shall take action within thirty (30) days after receipt of the request for approval, together with all plans, specifications, or other documents required for evaluation of such request (unless a longer time is specifically provided for herein). If the ACC determines that additional material or information is necessary, this time period shall not begin until after such additional material or information is provided to the ACC. If the ACC elects not to grant its consent or approval, within the thirty (30) day time period provided herein, or fails to notify the Party requesting such consent or approval within such thirty (30) day time period, then the request shall be deemed to have been denied.
- 14.3 **Declarant not Liable.** The Declarant, Association and/or ACC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:
- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
 - (b) The construction of any Improvement, or performance of any work, whether pursuant to approved plans, drawings, and specifications;
 - (c) The development of any Building Site or other Parcel within the Park;
 - (d) Waiver, variance, modification or termination of these Covenants; or
 - (e) The enforcement or lack of enforcement of any provision of these Covenants.
- 14.4 **Invalidity.** Invalidation of any of the provisions of these Covenants, whether by court order or otherwise, shall in no way affect the validity of the remaining provisions which shall remain in full force and effect.
- 14.5 **Captions.** The captions or articles and sections herein are for convenience only and are not intended to be part of the Covenants or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

- 14.6 **Conflicts.** In case there is any conflict between the provisions of this Declaration or the documents listed below, the document with the stricter provision shall control:
- (a) Declaration
 - (b) Development Agreement
 - (c) Zoning ordinance
 - (d) Association documents (i.e. Bylaws, Rules and Regulations)
- 14.7 **Recording.** Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Ozaukee County, Wisconsin.
- 14.8 **Notices.** Every Owner shall give written notice to the Declarant and the Association of its name and address for notice purposes (identifying the Parcel it has acquired) within ten (10) days of becoming an Owner. The Declarant's address shall be Northern Gateway Partners LLC, 101 E. Grand Avenue, Port Washington, Wisconsin 53074. The Association's address shall be Northern Gateway of Saukville Owner's Association Inc., 101 E. Grand Avenue, Port Washington, Wisconsin 53074.
- 14.9 **Costs for Review of Plans.** If the ACC elects to designate an independent Architect, Engineer, or third-party subject matter expert to review all or any aspect of any plans submitted to the ACC under these Covenants, the Owner that submitted such plans shall pay all third party review costs.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration and the Covenants herein to be executed and recorded on the date hereof.

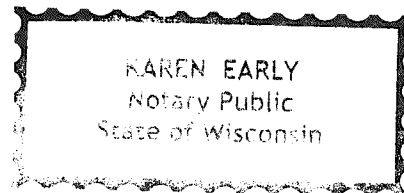
DECLARANT:
NORTHERN GATEWAY PARTNERS, LLC

By: *Mike Ansay*
Name: MIKE ANSAY
Title: MANAGING GENERAL PARTNER

STATE OF WISCONSIN)
) SS.
COUNTY OF Ozaukee)

Mike Ansay Personally came before me this 7th day of February, 2024, the above named as Manager of Northern Gateway Partners, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen Early
Print Name: Karen Early
Notary Public, State of Wisconsin
My Commission: 6-8-2025



CONSENT OF OWNER

Northern Gateway Apts 1, LLC, fee owner of Lots 1 and 3 of the Plat, hereby consents to the execution and recording of the Declaration of Development Standards, Easements and Protective Covenants for Northern Gateway.

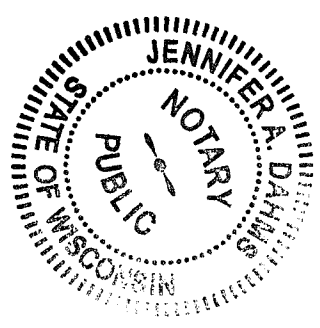
IN WITNESS WHEREOF, Northern Gateway Apts 1, LLC has caused this instrument to be signed by its duly authorized officers on its behalf at Milwaukee, Wisconsin on this 29th day of April, 2024.

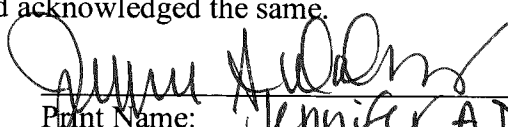
NORTHERN GATEWAY APTS 1, LLC

By: 
Matthew M. Burow, Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 29th day of April, 2024, before me, personally appeared the above named Matthew M. Burow, Manager of Northern Gateway Apts 1, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.




Print Name: Jennifer A. Dahms
Notary Public, State of Wisconsin
My Commission: 3-10-2024

CONSENT OF MORTGAGEE

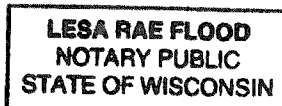
Bank First ("*Mortgagee*"), holder of a Mortgage dated November 16, 2023 and recorded November 20, 2023, as Document Number 1154248 and other security interests of Mortgagee (collectively, the "*Mortgage*"), covering the Property, hereby consents to the execution and recording of the Declaration of Development Standards, Easements and Protective Covenants for Northern Gateway.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf at Sheboygan, Wisconsin on this 30th day of April, 2024.

MORTGAGEE:
BANK FIRST

By: [Signature]
Name: Joshua Neib
Title: Region President

STATE OF WISCONSIN)
) SS.
COUNTY OF Sheboygan)



On this 30th day of April, 2024, before me, personally appeared the above named Joshua Neib as Region President of Bank First, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Lisa Rae Flood
Notary Public, State of Wisconsin
My Commission: 10.9.2026

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four(4), Five (5), and Six (6), and Outlots Two (2), Five (5), and Seven (7), together with an undivided ownership in Outlots One (1), Three (3), Four (4) and Six (6), in Northern Gateway, recorded in the office of the Register of Deeds for Ozaukee County, on November 16, 2023, as Document No. 1154197, and subsequently corrected by that certain Correction Instrument dated November 29, 2023, recorded on November 30, 2023 as Document No. 1154491, being a portion of Lot 1, and all of Lot 2, Lot 3, and Outlot 1 of C.S.M. Number 3665, recorded at Document No. 0864820, and Lot 1 of C.S.M. Number 3700, recorded at Document No. 0876993, together with those portions of vacated Market Street per Document Number 1141390, Ozaukee County Records, located in the Northeast One-Quarter (1/4) of the Northeast One-Quarter (1/4), the Northwest 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), the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4), and the Southeast 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.

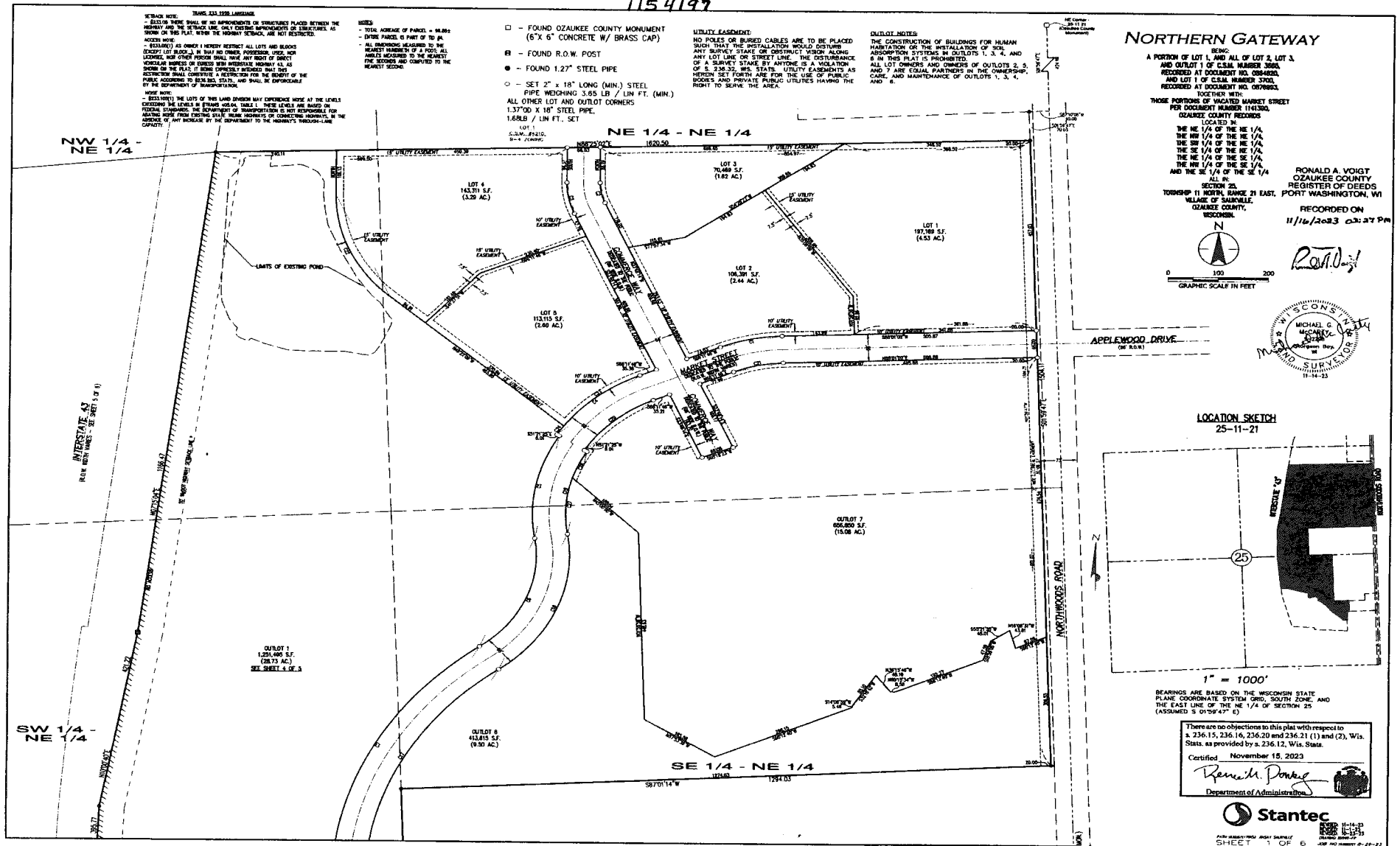
Property Addresses: 834-856 Market Street (Lot 1) and 860 Commerce Way (Lot 3), 828 Market Street (Lot 2), 865 Market Street (Lot 4), 843 Commerce Way (Lot 5), 555 Market Street (Lot 6), and vacant lands located in Saukville, WI

Tax Key Nos.: 111240001000 (Lot 1), 111240003000 (Lot 3), 111240002000 (Lot 2), 111240004000 (Lot 4), 111240005000 (Lot 5), 111240006000 (Lot 6), 111240000001 (OL 1), 111240000002 (OL 2), 111240000003 (OL 3), 111240000004 (OL 4), 111240000005 (OL 5), 111240000006 (OL 6) and 111240000007 (OL 7)

EXHIBIT B

PLAT

[See attached]



BEING:
A PORTION OF LOT 1, AND ALL OF LOT 2, LOT 3,
AND OUTLOT 1 OF C.S.M. NUMBER 3668,
RECORDED AT DOCUMENT NO. 0894620,
AND LOT 1 OF C.S.M. NUMBER 3700,
RECORDED AT DOCUMENT NO. 0878963,
TOGETHER WITH:
THOSE PORTIONS OF VACATED MARKET STREET
PER DOCUMENT NUMBER 1141330,
OZARKS COUNTY RECORDS
LOCATED IN:
THE NE 1/4 OF THE NE 1/4,
THE NW 1/4 OF THE NE 1/4,
THE SW 1/4 OF THE NE 1/4,
THE SE 1/4 OF THE NE 1/4,
THE NE 1/4 OF THE SE 1/4,
THE NW 1/4 OF THE SE 1/4,
AND THE SE 1/4 OF THE SE 1/4

ALL IN:
SECTION 25,
TOWNSHIP 11 NORTH, RANGE 21 EAST,
VILLAGE OF SAUKVILLE,
OSHAUKEE COUNTY,
WISCONSIN.



0 100
GRAPHIC SCALE IN FEET

- - FOUND OZAUKEE COUNTY MONUMENT
(6"x 6" CONCRETE W/ BRASS CAP)
- - FOUND R.O.W. POST
- - FOUND 1.27" STEEL PIPE
- - SET 2" x 18" LONG (MIN.) STEEL
PIPE WEIGHING 3.85 LB / LIN FT. (MIN.)
ALL OTHER LOT AND OUTLOT CORNERS
1.37"OD x 18" STEEL PIPE,
1.68LB / LIN FT., SET

NOTES

- TOTAL ACREAGE OF PARCEL = 80.80±
- ENTIRE PARCEL IS PART OF TID PM.
- ALL DIMENSIONS MEASURED TO THE NEAREST HUNDRETH OF A FOOT; ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPARED TO THE NEAREST SECOND.

ATTACHMENT: NAME: JIM LANGRISH

- §115.02 THERE SHALL BE NO IMPROVEMENTS OR STRUCTURES PLACED BETWEEN THE HIGHWAY AND THE SIDEWALK, UNLESS SUCH IMPROVEMENTS OR STRUCTURES, AS SHOWN ON THIS PLAN, WITHIN THE HIGHWAY SETBACK, ARE NOT RESTRICTED.
- ACCESS NOTE:
- §115.03(a) AS OWNER I HEREBY RESTRICT ALL LOTS AND BLOCS (EXCEPT LOT BLOCK 2), IN THAT NO OWNER, POSSESSOR, LEASEE, HOA (LOCALITY, NON STREET FRONT) SHALL HAVE ANY ACCESS TO ANY LOT OR VEHICULAR INGRESS OF CORPUS WITH INTERSTATE HIGHWAY 45, AS SHOWN ON THE PLAN. IT WAS EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO TEXAS LAWS, AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

NOTE NOTE:
 (b) (5) DPP, (b) (5) ACP

- \$233,100(1) THE LOTS OF THIS LAND DIVISION MAY EXPERIENCE NOISE AT THE LEVELS EXCEEDING THE LEVELS IN STRANS 400.04, TABLE 1. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ABATING NOISE FROM EXISTING STATE TRUNK HIGHWAYS OR CONNECTING HIGHWAYS, IN THE ABSENCE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAY'S THROUGH-LANE CAPACITY.

UTILITY EASEMENT

UTILITY EASEMENT:

NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF S. 238.32 WIS. STATS. UTILITY EASEMENTS ARE SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO EPP.

OUTLET NOTES

OUTLOT NOTES:
THE CONSTRUCTION OF BUILDINGS FOR HUMAN HABITATION OR THE INSTALLATION OF SOIL ABSORPTION SYSTEMS IN OUTLOTS 1, 3, 4, AND 6 IN THIS PLAT IS PROHIBITED.
ALL LOT OWNERS AND OWNERS OF OUTLOTS 2, 5, AND 7 ARE EQUAL PARTNERS IN THE OWNERSHIP, CARE, AND MAINTENANCE OF OUTLOTS 1, 3, 4, AND 6.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 15, 2023

Received November 10, 2023
Rev. 14 Dec

Department of Administration



Stantec
PACIFIC NORTHWEST REGION
SHEET 3 OF 6
REVISED: 11-14-23
REVISED: 11-21-23
REVISED: 10-23-23
DRAWING 20240-19
JOB NO 102002123

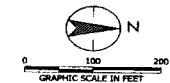
1154197

DETAIL OF OUTLOT 1 NORTHERN GATEWAY

BEING:
A PORTION OF LOT 1, AND ALL OF LOT 2, LOT 3,
AND OUTLOT 1 OF C.S.M. NUMBER 3705,
RECORDED AT DOCUMENT NO. 608620,
AND LOT 1 OF C.S.M. NUMBER 3705,
RECORDED AT DOCUMENT NO. 067694,
TOGETHER WITH
THOSE PORTIONS OF VACATED MARKET STREET
PER DOCUMENT NUMBER 1146396,
GEAUGUE COUNTY RECORDS
LOCATED IN:
THE NE 1/4 OF THE NE 1/4,
THE NW 1/4 OF THE NE 1/4,
THE SW 1/4 OF THE NE 1/4,
THE SE 1/4 OF THE NE 1/4,
THE NE 1/4 OF THE SE 1/4,
THE NW 1/4 OF THE SE 1/4,
AND THE SE 1/4 OF THE SE 1/4
ALL IN:
SECTION 16,
TOWNSHIP 11 NORTH, RANGE 21 EAST,
VILLAGE OF SARASOTA,
GEAUGUE COUNTY,
FLORIDA



SECTION 16,
TOWNSHIP 11 NORTH, RANGE 21 EAST,
VILLAGE OF SARASOTA,
GEAUGUE COUNTY,
FLORIDA



— FOUND R.O.W. POST

— FOUND 1.27" STEEL PIPE

— SET 2" x 18" LONG (MIN.) STEEL
PIPE, WEIGHING 3.05 LB / LIN FT. (MIN.)
ALL OTHER LOT AND OUTLOT CORNERS
1.37" O.D. x 18" STEEL PIPE,
1.68 LB / LIN FT., SET

NW 1/4 -
SE 1/4 -SW 1/4 -
NE 1/4 -NW 1/4 -
NE 1/4 -

INTERSTATE 43
(R.O.W. WIDTH VARIES - SEE SHEET 5 OF 6)

NOTES:
- TOTAL AREA OF PARCEL = 10.00 AC.
- ENTIRE PARCEL IS PART OF 10 AC.
- ALL DIMENSIONS MEASURED TO THE
NEAREST HUNDREDTHS OF A FOOT. ALL
AREAS MEASURED TO THE NEAREST
ONE HUNDREDTHS OF AN ACRE.
- THIS PLAN IS BASED ON THE
LATEST RECORDS.

STAKE NOTE:
- STAKES SHALL BE PLACED AT THE CORNERS OF THE PARCEL AND AT THE INTERSECTIONS OF THE PARCEL BOUNDARIES WITH THE BOUNDARIES OF THE ADJACENT PARCELS. STAKES SHALL BE PLACED AT THE CORNERS OF THE PARCEL AND AT THE INTERSECTIONS OF THE PARCEL BOUNDARIES WITH THE BOUNDARIES OF THE ADJACENT PARCELS. STAKES SHALL BE PLACED AT THE CORNERS OF THE PARCEL AND AT THE INTERSECTIONS OF THE PARCEL BOUNDARIES WITH THE BOUNDARIES OF THE ADJACENT PARCELS.

NOTE:
- THIS PLAN IS BASED ON THE LATEST RECORDS. THE LINES SHOWN ON THIS PLAN ARE BASED ON THE LATEST RECORDS. THE LINES SHOWN ON THIS PLAN ARE BASED ON THE LATEST RECORDS. THE LINES SHOWN ON THIS PLAN ARE BASED ON THE LATEST RECORDS.

UTILITY EASEMENTS:
- NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF S. 236.32, WIS. STATS. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC, RAILROADS AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

OUTLOT NOTES:
- THE CONSTRUCTION OF BUILDINGS FOR HUMAN HABITATION OR THE INSTALLATION OF SOIL ABSORPTION SYSTEMS IN OUTLOTS 1, 3, 4, AND 5 IN THIS PLAN IS PROHIBITED. ALL LOT OWNERS AND OWNERS OF OUTLOTS 3, 4, AND 5 ARE EQUAL PARTNERS IN THE OWNERSHIP, CARE, AND MAINTENANCE OF OUTLOTS 1, 3, 4, AND 5.

There are no objections to this plat with respect to s. 216.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 15, 2023

Renald D. Pomeroy
Department Administrator

Stantec

PLAN PREPARED BY: RENALD D. POMEROY
SHEET 4 OF 6
DATE: NOVEMBER 15, 2023

1154197

NOTES:
 - TOTAL ACRES OF PARCELS - 16.884
 - DRYING PARCELS, 1/4 PART OF 1/4
 - ALL DIMENSIONS MEASURED TO THE
 - NEAREST CORNER OF THE NEAREST
 - SECTION AND COMPARED TO THE
 - NEAREST CORNER

SECTION NOTE: 2340.233.1888 LANDLORD

- SECTION NOTE: 2340.233.1888 LANDLORD
 - SECTION NOTE: 2340.233.1888 LANDLORD
 - SECTION NOTE: 2340.233.1888 LANDLORD

ACCESS NOTE:
 - SECTION NOTE: 2340.233.1888 LANDLORD
 - SECTION NOTE: 2340.233.1888 LANDLORD
 - SECTION NOTE: 2340.233.1888 LANDLORD

NOTE: (1) THE LOTS OF THIS LAND UNDER MAY EXCEED MORE AT THE LEVEL
 EXCEEDING THE LEVELS IN TABLE 1. THESE LEVELS ARE BASED ON
 FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR
 ANY LOSS OF ELEVATION DATA. THESE STANDARDS ARE BASED ON THE
 ADVICE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAY THROUGH-LANE
 CAPACITY

UTILITY EASEMENT

NO POLES OR BURNED CABLES ARE TO BE PLACED
 SUCH THAT THE INSTALLATION WOULD DISTURB
 ANY SURVEY STAKE OR OBSTRUCT VISION ALONG
 ANY LOT LINE OR STREET LINE. THE DISTURBANCE
 OF A SURVEY STAKE BY ANYONE IS A VIOLATION
 OF S. 236.32, WIS. STAT. UTILITY EASEMENTS AS
 HEREIN SET FORTH ARE FOR THE USE OF PUBLIC
 ROADS AND PRIVATE PUBLIC UTILITIES HAVING THE
 RIGHT TO SERVE THE AREA.

OUTLOT NOTES

THE CONSTRUCTION OF BUILDINGS FOR HUMAN
 HABITATION OR THE INSTALLATION OF SOIL
 ABSORPTION SYSTEMS IN OUTLOTS 1, 3, 4, AND
 6 IN THIS PLAT IS PROHIBITED.
 ALL LOT OWNERS AND OWNERS OF OUTLOTS 2, 5,
 AND 7 ARE EQUAL PARTNERS IN THE OWNERSHIP,
 CARE, AND MAINTENANCE OF OUTLOTS 1, 3, 4,
 AND 6.

INTERSTATE 43 RIGHT-OF-WAY DETAIL NORTHERN GATEWAY

BEING:
 A PORTION OF LOT 1, AND ALL OF LOT 2, LOT 3,
 AND OUTLOT 1 OF C.S.M. NUMBER 3005,
 RECORDED AT DOCUMENT NO. 088402A,
 AND LOT 1 OF C.S.M. NUMBER 3700,
 RECORDED AT DOCUMENT NO. 077000A,
 TOGETHER WITH:
 THOSE PORTIONS OF VINCENNA STREET
 PER DOCUMENT NUMBER 1141330,
 OZAUKEE COUNTY RECORDS

LOCATED IN:

OZAUKEE COUNTY RECORDS

LOCATED IN:

THE NE 1/4 OF THE NE 1/4

THE NW 1/4 OF THE NE 1/4

THE SW 1/4 OF THE NE 1/4

THE SE 1/4 OF THE NE 1/4

THE NE 1/4 OF THE SE 1/4

THE NW 1/4 OF THE SE 1/4

AND THE SE 1/4 OF THE SE 1/4

ALL BE:

SECTION 25,

TOWNSHIP 11 NORTH, RANGE 21 EAST,

VILLAGE OF SAUKVILLE,

OZAUKEE COUNTY,

WISCONSIN.



0 150 300
 GRAPHIC SCALE IN FEET

■ - FOUND R.O.W. POST

● - FOUND 1.27" STEEL PIPE

○ - SET 2" x 18" LONG (MIN.) STEEL
 PIPE WEIGHING 3.65 LB / LIN FT. (MIN.)
 ALL OTHER LOT AND OUTLOT CORNERS
 1.37"OD x 18" STEEL PIPE,
 1.68LB / LIN FT. SET



There are no objections to this plat with respect to
 s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis.
 Stats. as provided by s. 236.12, Wis. Stats.
 Certified November 15, 2023
Rene M. Porek
 Department of Administration

Stantec

PLAN: 1154197-01-01-01
 SHEET: 5 OF 6
 DATE: 11-14-23

1154197

NORTHERN GATEWAY

Surveyors Certificate:

I, Michael G. Mc Carthy, Professional land surveyor for Stantec Consulting Services, Inc., do hereby certify:

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Saukville, Ozaukee County, and under the direction of Northern Gateway Partners, LLC, I have surveyed, divided, and mapped Northern Gateway, that such plot correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is known as being a portion of Lot 1 and all of Lot 2, Lot 3 and Outlot 1 of C.S.M. Number 3655, recorded at Document Number 0864820, and Lot 1 of C.S.M. Number 3700, recorded at Document Number 0876993, together with those portions of vacated Market Street per Document Number 1141390, all located in the NE 1/4 of the NE 1/4, the NW 1/4 of the NE 1/4, the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, the SE 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, all in Township 11 North, Range 21 East, Village of Saukville, Ozaukee County, Wisconsin, containing 96.86 acres of land and described as follows:

Commencing at the NE corner of said Section 25-11-21; thence S. 01°59'47" E., 424.99 feet along the east line of the NE 1/4 of said Section 25-11-21; thence S. 87°10'06" W., 40.00 feet to the westerly right of way line of Northwoods Road; thence S. 01°59'47" E., 70.03 feet along said right of way line to the SE corner of Lot 1 of C.S.M. Number 4210, recorded at Document Number 1145152, said corner being the point of beginning of lands to be described; thence continue S. 01°59'47" E., 1504.11 feet along said right of way line to the northerly line of Lot 2 of C.S.M. Number 2641, recorded at Document Number 0516219; thence S. 87°01'14" W., 1294.03 feet along said northerly line to the NW corner of Lot 2 of said C.S.M. Number 2641; thence S. 02°09'40" E., 663.78 feet along the westerly line of Lot 2 of said C.S.M. Number 2641 to the SW corner of Lot 2 of said C.S.M. Number 2641; thence N. 87°06'30" E., 299.32 feet along the southerly line of Parcel 2 of said C.S.M. Number 2943 to the NW corner of Lot 4 of C.S.M. Number 1686, recorded at Document Number 0364938; thence S. 02°04'08" E., 260.00 feet along the westerly line of Lot 4 of said C.S.M. Number 1686 to the SW corner of Lot 4 of said C.S.M. Number 1686, said corner also being on the northerly line of Lot 1 of C.S.M. Number 2513, recorded at Document Number 0481675; thence S. 87°06'30" W., 48.40 feet along the northerly line of Lot 1 of said C.S.M. Number 2513 to the NW corner of Lot 1 of said C.S.M. Number 2513; thence S. 02°04'06" E., 195.00 feet along the westerly line of Lot 1 of said C.S.M. Number 2513; thence S. 87°55'54" W., 80.81 feet to the easterly right of way line of Market Street; thence along said right of way line as follows: Northwestly, 63.27 feet along the arc of a 340.00 foot radius curve to the left whose chord bears N. 44°04'32" W., 63.17 feet (incl. < = 10°39'41"); thence N. 49°24'22" W., 276.68 feet; thence Northwestly, 225.45 feet along the arc of a 260.00 foot radius curve to the right whose chord bears N. 24°33'56" W., 218.45 feet (incl. < = 49°40'53"); thence N. 00°16'31" E., 4.98 feet to the intersection of said easterly right of way line and the northerly right of way line of Boettcher Drive; thence S. 86°55'59" W., 97.01 feet along said northerly right of way line of Boettcher Drive; to the southerly line of Outlot 1 of said C.S.M. Number 3665; thence along the southerly line of Outlot 1 of said C.S.M. Number 3665 as follows: N. 56°01'23" W., 50.12 feet; thence N. 41°10'59" W., 25.11 feet; thence N. 04°11'17" E., 49.09 feet; thence N. 56°25'58" W., 63.66 feet; thence S. 77°43'26" W., 92.45 feet; thence S. 68°32'32" W., 29.18 feet; thence S. 74°34'40" W., 22.35 feet; thence N. 67°10'11" W., 35.03 feet to the SW corner of Outlot 1 of said C.S.M. Number 3665; thence N. 02°10'34" W., 97.52 feet along the westerly line of Outlot 1 of said C.S.M. Number 3665 to the SE corner of Lot 1 of said C.S.M. Number 3700; thence along the southerly line of Lot 1 of said C.S.M. Number 3700 as follows: N. 75°38'00" W., 403.29 feet; thence N. 89°13'20" W., 144.81 feet to the SW corner of Lot 1 of said C.S.M. Number 3700, said corner being on the easterly right of way line of Interstate Highway 43; thence along said right of way line as follows: N. 10°07'27" W., 41.41 feet; thence N. 06°10'05" W., 989.47 feet; thence N. 02°33'38" E., 395.77 feet; thence N. 10°00'40" E., 421.22 feet; thence N. 07°15'04" E., 1166.47 feet to the SW corner of the aforementioned C.S.M. Number 4210; thence N. 88°25'02" E., 1620.50 feet along the southerly line of Lot 1 of said C.S.M. Number 4210 to the point of beginning.

Dated this 14th day of November, 2023

Michael G. Mc Carthy
Michael G. Mc Carthy
Registered Land Surveyor-2298

Certificate of Village of Saukville

Resolved, that the plat of Northern Gateway, in the Village of Saukville, which has been filed for approval is hereby approved as required by Chapter 236 for the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Saukville on the 14th day of November, 2023, which actions become effective upon receipt of all other governing agencies and all conditions of the Village of Saukville approval were satisfied as of the 14th day of November, 2023.

Date 11/16/23

Approved Down M. Wagner - Village Administrator
Julie Friede - Village Clerk



BEING:
A PORTION OF LOT 1 AND ALL OF LOT 2, LOT 3
AND OUTLOT 1 OF C.S.M. NUMBER 3655,
RECORDED AT DOCUMENT NO. 0864820,
AND LOT 1 OF C.S.M. NUMBER 3700,
RECORDED AT DOCUMENT NO. 0876993,
TOGETHER WITH
THOSE PORTIONS OF VACATED MARKET STREET
PER DOCUMENT NUMBER 1141390.

OSHAKE COUNTY RECORDS
LOCATED IN:
THE NE 1/4 OF THE NE 1/4,
THE NW 1/4 OF THE NE 1/4,
THE SW 1/4 OF THE NE 1/4,
THE SE 1/4 OF THE NE 1/4,
THE NW 1/4 OF THE SE 1/4,
THE SW 1/4 OF THE SE 1/4,
THE SE 1/4 OF THE SE 1/4,
AND THE NE 1/4 OF THE SE 1/4

SECTION 25,
TOWNSHIP 11 NORTH, RANGE 21 EAST,
VILLAGE OF SAUKVILLE,
OSHAKE COUNTY,
WISCONSIN.

Corporate Owners Certificate of Dedication

Northern Gateway Partners, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of all Lots and Outlots, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

Northern Gateway Partners, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Department of Transportation, Village of Saukville, and Department of Administration.

IN WITNESS WHEREOF, the said Northern Gateway Partners, LLC has caused these presents to be signed by Michael G. Ansay as Agent.

Michael G. Ansay

11-16-2023
Date

STATE OF WISCONSIN
OSHAKE COUNTY SS

Personally come before me this 16 day of November, 2023 Michael G. Ansay as agent for the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such agent of said corporation, and acknowledged that he executed the foregoing instrument.

Karen Early
Notary Public, Belton, Wisconsin
My commission expires 12-9-2025

KAREN EARLY
Notary Public
State of Wisconsin

11-16-2023
Date

Certificate of Village Finance Director

STATE OF WISCONSIN
OSHAKE COUNTY SS

I, Betsy Leach, being the duly elected qualified and acting Finance Director of the Village of Saukville, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this 16th day of November, 2023, affecting the lands included in the plat of Northern Gateway.

11/16/23
(Date)

Betsy Leach, Village Finance Director

County Treasurers Certificate

STATE OF WISCONSIN
OSHAKE COUNTY SS

I, Sandra Tietow, being the duly elected, qualified and acting treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredemmed tax sales and no unpaid taxes or special assessments as of this 16th day of November, 2023 affecting the lands included in the plat of Northern Gateway.

11-16-2023
(Date)

Sandra Tietow, County Treasurer

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Northern Gateway Partners, LLC and Michael G. Ansay, Grantors, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Grantee, and
Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantee facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

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

CURVE DATA									
MARKER	LENGTH	RADIUS	INCL. S.	CHORD BEG.	CHORD END	TANGENT IN	TANGENT OUT		
C1	128.42	333.00	27°46'15"	57°58'24"	128.08	580°10'27"	584°11'40"		
C2	48.81	117.00	23°46'15"	61°54'07"	48.59	612°14'17"	603°02'07"		
C3	76.63	183.00	23°46'15"	51°54'07"	75.48	505°00'00"	527°46'15"		
C4	272.18	368.01	34°30'38"	54°38'08"	271.82	58°50'30"	53°18'23"		
C5	257.35	362.01	40°43'50"	51°54'11"	256.98	531°18'23"	508°27'44"		
C6	267.18	367.00	61°46'03"	52°25'14"	266.06	592°24'41"	554°18'16"		
C7	679.47	897.00	51°54'33"	58°20'38"	678.00	534°18'16"	502°23'43"		
C8	127.22	267.00	27°46'15"	51°54'07"	126.00	502°23'43"	538°41'46"		
C9	228.88	443.00	26°38'33"	51°54'07"	228.34	534°18'16"	505°05'38"		
C10	48.44	456.81	08°02'30"	50°29'57"	48.02	502°23'43"	508°10'21"		
C11	24.63	481.88	08°25'30"	50°29'57"	24.01	508°10'21"	507°18'16"		
C12	63.00	501.88	08°25'30"	50°29'57"	62.87	508°10'21"	508°08'59"		
C13	113.34	76.00	87°26'54"	64°02'38"	103.13	608°52'47"	588°24'17"		
C14	82.61	372.00	17°43'12"	60°11'02"	82.44	610°54'34"	608°32'40"		
C15	152.33	377.00	23°00'01"	61°01'14"	151.29	608°52'47"	608°14'17"		
C16	158.87	333.00	27°46'15"	61°02'44"	157.17	612°14'17"	602°23'43"		
C17	571.68	831.00	61°43'31"	60°20'50"	562.39	602°23'43"	605°18'16"		
C18	370.41	333.00	83°48'01"	62°25'14"	351.78	654°18'16"	607°27'44"		
C19	307.68	401.00	40°17'01"	61°08'17"	303.01	608°52'47"	612°14'17"		
C20	184.88	302.01	35°04'13"	64°08'15"	181.89	610°54'34"	605°05'38"		
C21	109.48	267.00	21°46'15"	67°08'24"	105.07	608°10'21"	608°10'21"		
C22	274.37	375.00	48°22'08"	62°11'07"	268.29	642°18'20"	607°02'07"		
C23	197.28	368.01	30°42'54"	59°22'54"	194.83				
C24	24.89	368.01	02°42'54"	63°14'07"	24.89				
C25	27.59	541.88	02°48'40"	60°50'54"	27.59				
C26	35.41	541.88	03°48'40"	60°50'54"	35.41				
C27	138.04	286.01	28°43'08"	60°53'48"	136.78				
C28	68.65	286.01	13°26'35"	62°15'02"	68.48				

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 15, 2023

Renee M. Pankaj
Department of Administration

Stantec
SHEET 6 OF 6
JOB NO. 1154197-23

BYLAWS OF MERCHANT VILLAGE OWNER'S ASSOCIATION, INC.

ARTICLE 1 APPLICATION AND ORGANIZATION

1.1. NAME. The name of the corporation shall be Merchant Village Owner's Association Inc. ("**Association**"). The Association is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin Statutes ("**Act**").

1.2. APPLICATION. These Bylaws are adopted pursuant to the Declaration of Development Standards, Easements and Protective Covenants for Merchant Village ("**Declaration**") and the Articles of Incorporation for Association ("**Articles**"). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3. MEMBERS. "**Members**" of Association shall consist of the "**Owners**" (as defined in the Declaration) and, to the extent the Declarant owns any Parcel (as defined in the Declaration), the Declarant.

1.4. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate the initial Board of Directors, consisting of three (3) persons, none of whom must be Members. Declarant shall have the right to appoint and remove Directors of Association and to exercise any and all powers and responsibilities assigned to Association, the Board, or its officers, by the Articles, the Declaration, these Bylaws or the Act, as may be amended from time to time, until the earliest of: (i) ten (10) years from the date of recording of the Declaration; (ii) when ninety-five percent (95%) or more of the buildable acreage in the Park has been sold to Owners; or (iii) the Declarant waives its right to control the operation and management of the Association and turnovers over same to the members of the Association.

1.5. LOCATION. The principal office of Association shall be at 504 W. Juneau Avenue, Milwaukee, WI 53203. Association may have offices at such other places as the Board of Directors may from time to time determine or Association may from time to time require.

ARTICLE 2 VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1. VOTING.

a. Votes shall be allocated to the Declarant and/or the Owners of Parcels based on the amount of buildable acreage in the Park (excluding Common Areas, both as defined in the Declaration) owned by Owners. The Declarant and each Owner shall be allocated one vote for up to five (5) acres owned of any Parcel (but excluding any Common Area), and one additional vote for each additional full three (3) acres owned of any Parcel (but excluding any Common Area). For example, if an Owner owns any Parcel of four (4) acres, it shall be entitled to one vote. If an Owner owns Parcels containing seven (7) acres, it shall also be entitled to only one vote, but if it owns Parcels containing eight (8) acres, it shall be entitled to two votes, and so on. For purposes of determining the number of votes allocated to the Declarant and an Owner, all Parcels owned by the Declarant and/or an Owner, respectively, shall be aggregated and all Common Areas shall be excluded.

b. If a Parcel is owned by more than one person or entity, and the Owners of the Parcel cannot agree on how to vote, such Parcel shall lose its vote for the particular item to be voted upon. If a Parcel is owned by a legal entity, the person entitled to cast the vote for the Parcel shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Parcel occurs.

c. No Member shall be permitted to vote if such Member is more than thirty (30) days delinquent in the payment of any amount due to Association under Article XIII of the Declaration.

d. There shall be no cumulative voting.

2.2. MAJORITY.

a. The term “*majority*” shall mean fifty percent (50%) of the votes to be cast on the particular matter to be voted upon, plus one.

b. A matter shall be deemed approved if approved by a majority.

2.3. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of seventy-five percent (75%) of the holders of votes in the Association shall constitute a quorum.

2.4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

2.5. ASSOCIATION ACTION. Association members may only decide matters expressly reserved to the Members under the Declaration or these Bylaws, it being the intention that the Board will otherwise govern the Association.

ARTICLE 3 MEETINGS

3.1. ROSTER OF MEMBERS. Association shall maintain a current roster of names and addresses, including e-mail addresses, of every Member. Each Member shall be given notice of all meetings of Members of Association. Every Member shall furnish Association with his or her name and current mailing address. No Member may vote at meetings of Association until the foregoing information is furnished.

3.2. PLACE OF MEETINGS. Meetings of Association shall be held at such place as designated by the Board.

3.3. ANNUAL MEETING. The annual meeting of Association shall be held on or about the second **Tuesday of March** of each year. At the annual meeting, one or more Members of the Board may be elected by the Members in accordance with the requirements of Section 4.2 of these Bylaws. The Members may also transact such other business of Association as may properly come before them.

3.4. SPECIAL MEETINGS. The President shall call a special meeting of the Members if directed by resolution of the Board or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

3.5. NOTICE OF MEETINGS. The Secretary shall electronically transmit or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The transmittal or mailing of a notice in the manner provided in this Section 3.5 shall be considered notice served, and such notice shall be effective upon the date of transmittal or mailing.

3.6. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7. PRESIDING OFFICER. Until the first meeting of Association following the special meeting at which members of the Board are appointed by the Owners as provided in Section 4.1 of these Bylaws, any person designated by Declarant shall preside at all meetings of Association. Thereafter, the Association President or his or her designee shall preside at Association meetings. In the absence of the President or President's designee from any meeting of Association, any person designated by the Board shall preside over such meeting.

3.8. ORDER OF BUSINESS. The order of business at all meetings of the Members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Report of committees.
- f. Election of directors (when applicable).
- g. Unfinished business.
- h. New business.

3.9. PARLIAMENTARY PROCEDURE. Except where inconsistent with these Bylaws, meetings of Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE 4 BOARD OF DIRECTORS

4.1. DECLARANT CONTROL; TURNOVER.

a. The affairs of the Association shall be governed by its Board (each, a “**Director**” and two or more “**Directors**”). The Declarant shall retain control over the operation and management of the Association through appointment or election of all of the Board of Directors until the earliest occurrence of the following: (i) ten (10) years from the date of recording of the Declaration; (ii) when ninety-five percent (95%) or more of the buildable acreage in the Park has been sold to Owners; or (iii) the Declarant waives its right to control the operation and management of the Association and turnovers over same to the members of the Association. The initial Board shall consist of three (3) Directors, each of whom shall be appointed by Declarant within fourteen (14) days after the incorporation of Association.

b. When the Declarant has determined it no longer desires or is no longer permitted to appoint the directors to the Board under this Section, the Declarant shall give written notice of a special meeting to elect directors to the Board to all Owners who have notified the Declarant of their name and address for notice purposes hereunder, at which special meeting all then Declarant-appointed Directors shall resign. Directors appointed to the Board by the Declarant shall, however, continue to serve until election of successor directors by the Members at the meeting of the Members. A succeeding three (3) member Board shall be appointed by the Members, including the Declarant, to the extent Declarant then owns any Parcels, as further set forth below.

4.2. NUMBER AND QUALIFICATION. After the Declarant turns over control of the Association as set forth above, the affairs of Association shall be governed by a Board of Directors composed of three (3) persons. Except for Directors appointed by the Declarant, all members of the Board shall be owners of a Parcel, or partners, officers, directors, trustees, agents or employees of same. No Member may be appointed to the Board if a lien has been recorded against that Member’s Parcel by Association, or action therefor has been instituted against such Member’s Parcel 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, nor may any Director cast any votes or otherwise participate in any Board deliberations if the Member on whose behalf such Director is a member of the Board has been subject to a recordation of a lien by the Association or an action instituted against such Parcel, and the amount necessary to release such lien has not been paid at the time of such deliberations or call to vote.

4.3. ELECTION AND TERM OF OFFICE. At the earliest of the events specified at Section 4.1, the Board shall call a special meeting of the Members to elect new Directors to replace Declarant-appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for two (2) years each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the

Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not split their votes for each Parcel owned by the Member for more than a single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

4.4. **POWERS AND DUTIES.** The Board shall have all powers and duties necessary for the administration of the affairs of the Park and may do all acts and things as required or permitted by the Act, the Declaration or these Bylaws to be done by the Association, except as expressly reserved to the Members by the Act, Declaration or these Bylaws. In addition to the duties imposed on the Board by the Act, Declaration or these Bylaws, the Board shall have the power to, and shall be responsible for, the following:

- a. Adopt an annual budget;
- b. Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Park and Common Areas.
- c. Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Areas as required under the Declaration or for such other purposes as fall within the responsibility of Association and general powers of the Board.
- d. Subject to Article V of the Declaration, serve as the Architectural Control Committee or ACC.
- e. Execute contracts on behalf of Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of Association.
- f. Open bank accounts on behalf of Association and designate signatories required therefor;
- g. Satisfy all liens against Association and pay necessary expenses connected therewith.
- h. Obtain and maintain insurance on behalf of the Association.
- i. Employ a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including but not limited to, the duties listed in this section.
- j. Perform such other functions as required by law.

4.5. **FEES.** No fee or other compensation shall be paid to any Director at any time except by specific resolution of the Members.

4.6. REIMBURSEMENT OF EXPENSES. Directors shall be entitled to reimbursement of all expenses incurred as Directors.

4.7. REMOVAL OF DIRECTORS. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Notwithstanding anything herein to the contrary, the Declarant shall have the right, at any time and in its sole discretion, to remove any Director appointed to the Board by Declarant and to select and designate a successor.

4.8. RESIGNATIONS OF DIRECTORS. A Director may resign at any time by delivering written notice to the President or Secretary of the Association. A resignation is effective when the notice is received by such officer. Any Director, except for Directors appointed by the Declarant, shall be deemed to have resigned upon conveyance of the Parcel owned by such Director or the conveyance of the Parcel by the corporation, limited liability company, partnership, trust, principal or employer, which owned the subject Parcel and appointed such Director.

4.9. VACANCIES. A vacancy on the Board created by any reason other than removal by a vote of the Members or the resignation of a Declarant-appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of Association.

4.10. ORGANIZATION MEETING. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.11. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by e-mail, mail or telephone, at least three (3) days prior to the day named for each meeting.

4.12. SPECIAL MEETINGS. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by e-mail, mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

4.13. TELEPHONE MEETINGS. To the extent permitted by law, members of the Board may participate in any Board meeting by 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. If requested by a Director, minutes of the meeting shall be prepared and distributed to each Director. Such participation shall constitute presence in person at any such meeting.

4.14. **WAIVER OF NOTICE.** Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.15. **BOARD QUORUM, VOTING OF BOARD.** At all Board meetings, a majority of sitting 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. If at any meeting of the Board there shall be less than a quorum present, a majority of those present or a 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.

4.16. **CONDUCT OF MEETINGS.** All resolutions adopted by the Board and all transactions and proceedings occurring at all meetings of the Board shall be kept in the corporate book maintained 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 shall govern the conduct of the meetings of the Board when not in conflict with the Declaration, these Bylaws or the Act.

4.17. **ACTION WITHOUT MEETING.** Any action required or permitted to be taken by the Board at a meeting, may be taken without a meeting if all members of the Board consent in writing to such action, which unanimous written consent may be signed in counterpart. Such consent has the same force and effect as a vote of the Board taken at a meeting. Any such unanimous written consent shall be filed in Association's corporate book.

4.18. **FIDELITY BONDS.** The Board shall require that all officers and employees of Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by Association.

4.19. **LIABILITY OF DIRECTORS AND OFFICERS.** No person shall be liable to Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction based upon advice of counsel for Association or upon statements made or information furnished by officers or employees of Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.20. **INDEMNITY OF DIRECTORS AND OFFICERS.** Every person who is or was a Director or officer of Association (together with the personal representatives and heirs of such person) shall be indemnified by Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with

or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by Association in connection with the foregoing indemnification shall be a common expense.

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

ARTICLE 5 OFFICERS

5.1. DESIGNATION. The principal officers of Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary. The same person may hold multiple offices.

5.2. ELECTION OF OFFICERS. The officers of Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

5.3. REMOVAL OR RESIGNATION OF OFFICERS. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any Officer may resign at any time, by delivering notice to Association. Any Officer, except for Officers that are Directors appointed by the Declarant, shall be deemed to have resigned upon conveyance of the Officer's Parcel, or conveyance of a Parcel by such Officer's corporation, partnership, trust, principal or employer.

5.4. VACANCIES. Any vacancy in an office shall be filled by the Board at a regular meeting or at a special meeting called for such purpose.

5.5. PRESIDENT. The President shall be the chief executive officer of Association and shall preside at all meetings of Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of Association.

5.6. VICE PRESIDENT. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President

is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

5.7. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of Association or the Board of Directors.

5.8. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of Association, in such depositories as designated by the Board.

5.9. COMPENSATION. No officer shall receive compensation for services rendered Association unless authorized by a resolution of the Members.

ARTICLE 6 FISCAL MATTERS

6.1. BUDGET AND ASSESSMENTS. Association shall annually adopt a budget of common expenses and levy assessments on the Parcels. The budget shall include amounts representing assessments which are bad debts, and may but need not include a replacement reserve, in each case which shall constitute part of the general assessments. Association may also levy: (i) special assessments on all Parcels, for any purpose for which a general assessment may be levied and special assessments; or (ii) fines on particular Owners for the purpose of collecting any amounts due Association or enforcing compliance of such Owners with any provision of the Declaration, the Bylaws or any Rules promulgated by the Board. The Board may also adopt a rule to impose uniform charges for services which Association provides, related to transfer of Parcels, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

6.2. INSTALLMENTS; LATE PAYMENTS. The estimate of common expenses of Association, in accordance with the provisions of the Declaration, shall be assessed against each Parcel on an annual basis and paid in monthly or other periodic installments, as determined by the Board; provided, however, that Declarant shall only be assessed as provided in the Declaration and Section 6.4 hereof. The first installment shall be paid, on a prorated basis where proper, upon receipt by an Owner of the deed to a Parcel. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Member shall be charged interest at the rate of twelve percent (12%) per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment or installment on an

assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of Association or any other officer authorized by the Board.

6.3. **ENFORCEMENT; LIENS.** If an Owner defaults in any payment, Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by Association in seeking to enforce payment including Association's reasonable attorneys' fees. Owners shall be both personally liable for assessments or fines and a lien shall be imposed against such Owner's Parcel for any unpaid assessments or fines. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by Association incident to the collection of assessments or enforcement of liens. Association may purchase a property upon the foreclosure of its lien.

6.4. **PAYMENT OF ASSESSMENTS BY DECLARANT.** During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned property. If the aggregate of such payments by Declarant exceed the aggregate assessments on Declarant-owned property, then Declarant shall be entitled to reimbursement from Association.

6.5. **COMMON EXPENSES AND SURPLUSES.** Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

6.6. **DEPOSITORIES.** The funds of Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500 for payment of Association obligations, bear only one signature of a designated officer and that checks for a greater amount bear a signature and countersignature of designated officers.

6.7. **FISCAL YEAR.** The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7 OWNER/ASSOCIATION MAINTENANCE OBLIGATIONS

7.1. OWNER RESPONSIBILITY. Each Owner shall at all times, at the Owner's sole cost and expense, maintain their Site and all Improvements on their respective Parcel(s) in good repair and condition, in an orderly and presentable manner, free from debris, even if no Structure has been constructed by or on behalf of such Owner. Such maintenance obligations shall expressly include, but is not limited to, the cutting of grass and snow removal from driveways and sidewalks, if any, and any signage located on their Site. In the event the Owner does not properly landscape or maintain any Site or Improvement, or properly maintain any signage, as reasonably determined by the Declarant and/or Association consistent with the terms of this Declaration, the Declarant and/or Association may send written notice to the Owner indicating that the Declarant has determined that the Site, Improvement and/or signage are not being properly landscaped and/or maintained, and further indicating that the Declarant and/or Association may, at its sole option, perform such landscaping and/or maintenance if not properly done by the Owner. The above-referenced notice shall give the Owner a minimum of seven (7) days to correct the problem. If the Site or Improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Declarant and/or Association shall then have the authority to landscape and/or maintain any such Site, Improvement and/or sign referred to in said notice and shall have the right to charge the Owners for any costs incurred by the Declarant and/or Association as a result of said landscaping and/or maintenance under Section 13.3 of the Declaration. In addition, each Owner shall reimburse Association for the cost of Association's repair or replacement of any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's agents, employees, independent contractors, invitees, guests or tenants.

7.2. ASSOCIATION RESPONSIBILITY. Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Restricted Outlots, including landscaping, trees and plantings in the Common Areas. Association may, in its discretion, install additional Improvements in the Common Areas and Restricted Outlots.

ARTICLE 8 AMENDMENTS

These Bylaws may be amended by the Members in a duly constituted meeting for such purpose. Except as set forth below, no amendment shall take effect unless approved by at least sixty-seven percent (67%) of votes held by Association Members. No amendment shall limit any right granted to or reserved by Declarant in these Bylaws or in the Declaration. Notwithstanding anything herein to the contrary: (1) so long as Declarant owns at least five percent (5%) of the Parcels within the Park, Declarant may amend these Bylaws without the consent or approval of any party; (2) so long as Declarant owns one of more Parcels, or any part thereof, no amendment to these Bylaws shall be adopted without the Declarant's written consent; and (3) this Article 8 shall not be amended except with the unanimous agreement of all Members in Association.

ARTICLE 9 MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1. NOTICE TO ASSOCIATION. Any Member who mortgages a Parcel shall notify the Secretary of Association of such mortgage or mortgages and the name and address of the

mortgage or mortgagee(s). The Secretary of Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2. NOTICE OF UNPAID ASSESSMENTS. Within thirty (30) days of request by a mortgagee, proposed mortgagee, purchaser who has a contractual right to purchase a Parcel, or a title company, incident to a Parcel purchase or refinancing, Association shall furnish a statement setting forth the amount of then unpaid assessments pertaining to such Parcel. If any mortgagee, proposed mortgagee or purchaser of such Parcel, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Parcel be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If Association does not provide such a statement within twenty (20) business days after such request, then Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3. NOTICE TO MORTGAGEE. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or electronically transmitted to such mortgagee at the address furnished to the Association by such mortgagee, and shall be deemed effective as of the date of mailing or electronic transmittal.

ARTICLE 10 COMPLIANCE AND DEFAULT

10.1. COMPLIANCE. All Owners shall be governed by and shall comply with the Act, the Declaration, these Bylaws and any rules and regulations established by the Board, as any of the same may be amended from time to time. A default by a Owner shall entitle Association or Declarant to the relief as provided in this Article 10, the Declaration of the Act.

10.2. LEGAL PROCEEDINGS. In any action to recover money damages, injunctive relief, foreclosure of a 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 Association, the Board, the any manager hired by the Board, or the Declarant all available remedies shall be deemed cumulative and pursuit of any on remedy shall not constitute an election of remedies.

10.3. COSTS AND ATTORNEYS' FEES. In any proceeding arising out of any alleged default by a 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.

10.4. FINES. The Board may levy reasonable fines against Owners for violations of the Act, the Declaration, these Bylaws and any rules and regulations established by the Board, by the Owner, its agents, employees, independent contractors, invitees, guests or tenants.

10.5. NO WAIVER OF RIGHTS. The failure of Association or Declarant to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or any rules and regulations established by the Board shall not constitute a waiver of the right of Association or Declarant to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to Association or to Declarant pursuant to any

term, provision, covenant or condition of the Declaration, these Bylaws or any rules and regulations established by the Board 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 Act, the Declaration, these Bylaws or any rules and regulations established by the Board, 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. CONFLICTS

If any provision of these Bylaws conflicts with the Declaration, the Declaration will control.