

BY-LAWS
OF
MEADOWSIDE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. OFFICES

SECTION 1. Registered Office. The registered office of the corporation required by the Wisconsin Nonstock Corporation Law to be maintained in the State of Wisconsin will be located in the Village of Brown Deer, County of Milwaukee, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. MEMBERSHIP

SECTION 1. Members. The owner of each lot in Meadowside Subdivision in the Village of Brown Deer shall be a Member of the corporation. Each Member shall have one (1) vote for each single-family lot owned and one and one-half (1-1/2) votes for each two-family lot owned. Each Member's interest in the management and operation of the corporation shall be in proportion to the number of votes held by that Member. Members not current in their payment of the annual assessment will forfeit their vote on all matters.

SECTION 2. Privileges of Membership. Each Member of the corporation and the normal family residents of each home in Meadowside Subdivision shall be entitled to the use, occupancy, and enjoyment of Out Lots No. 1 through 4 and the landscaped areas located in the roadways, as shown in the plat entitled "Meadowside," being a part of the North East quarter (NE 1/4) of Section 11, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, hereinafter referred to as "Open Space," subject to the payment of such annual, lamppost, and special assessments as may be levied by the corporation and in compliance with such regulations as the Board of Directors of the corporation may from time to time establish. All Members shall be eligible to serve on committees established in the carrying out of the purpose of the corporation, provided they are current in their payment of the annual assessment.

SECTION 3. Annual Meeting. The annual meeting of the Members shall be held on such day in the first four months of each year and at such time and place as the President shall direct, and if the President does not act, as the directors shall determine, for the purpose of electing directors from a field of volunteers present at the meeting, and for the transaction of such other business as may come before the meeting.

SECTION 4. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors, and shall be called by the President at the request of Members holding not less than one-half of all the votes of the corporation.

SECTION 5. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Wisconsin, as the place of meeting for any annual meeting, or for any special meeting called by the Board of Directors. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the State of Wisconsin, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Wisconsin, but any meeting may be adjourned to reconvene at any place designated by Members holding a majority of the votes represented thereof.

SECTION 6. Notice of Meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than thirty days before the date of the meeting, either personally, or by leaving the notice at the residence of the Members, or by mail, by or at the discretion of the President, or the Secretary, or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the corporation with postage thereon prepaid.

SECTION 7. Quorum. A majority of the votes of the corporation entitled to be cast, represented in person or by proxy, shall constitute a quorum at a meeting of Members. Though less than a quorum of the votes is represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting according to the original notice thereof. Any meeting at which the holders of all the votes are present in person or represented by proxy, or at which the holders of all the votes have waived notice shall be deemed a properly constituted meeting of the Members.

SECTION 8. Proxies. At all meetings of Members, a Member entitled to vote may vote in person or by proxy appointed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Waiver of Notice by Members. Whenever any notice whatever is required to be given to any Member of the corporation under the provisions of these by-laws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, before or after the time of meeting, by the Member entitled to such notice, shall be deemed equivalent to the giving of such notice.

SECTION 10. Informal Action by Members. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Tenure and Qualifications. The number of directors of the corporation shall be five (5). Each director shall hold office until the next annual meeting of Members and until his successor shall have been elected except as they may be subject to removal as provided in Section 9 of this Article. Directors must be members of the corporation as follows: Three (3) directors shall be elected by the owners of the single-family lots, and two (2) directors shall be elected by the owners of the two-family lots. Directors must be current in their payment of the annual assessment

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of Members, and each adjourned session thereof. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Wisconsin, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or of the Secretary or of any two directors. The person or persons calling such meeting may fix any time or place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least four (4) days previously thereto to each director. Whenever any notice whatever is required to be given to any director of the corporation under the provisions of these by-laws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than such quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these by-laws or by law. The directors may act by consent as provided in Section 181.72 of the Wisconsin Statutes.

SECTION 8. Removal of Directors. Any director may be removed from office, with or without cause, at any time, and another person may be elected to his place to serve for the remainder of his term, at any special meeting of the Members called for such purpose by vote of a majority of all the Members entitled to elect that director.

SECTION 9. Compensation. No director shall receive compensation as a director of the corporation. However, a director may be reimbursed for his actual and necessary expenses incurred in the performance of his duties as a director of the corporation.

SECTION 10. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 11. Committees. The Board of Directors by resolution adopted by the affirmative vote of a majority of the number of directors fixed by Section 2 of this Article III may designate one or more committees, each committee to consist of at least three directors elected by the Board of Directors, which to the extent provided in said resolution, as initially adopted, and as thereafter supplemented or amended by further resolution adopted by a like vote, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to election of officers or the levying of the annual charge as hereinafter provided. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

ARTICLE IV. OFFICERS

SECTION 1. Principal Officers. The principal officers of the corporation shall be a President, a Vice-Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. In addition, the Board of Directors may appoint or employ such agents as it deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary, and the offices of President and Vice-President. All officers must be Members of the corporation or agents of a Member of the corporation.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided or termination of his interest in any and all lots in the Meadowside Subdivision.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

SECTION 4. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including, but not limited to, the power to appoint, from time to time, committees from among the Members as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation. He shall, when present, preside at all meetings of the Members and of the Board of Directors.

SECTION 6. Vice-President. In the absence of the President in the event of his death or inability to act, the Vice-President, or if there shall be more than one, the Vice-Presidents, in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President or Vice-Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

SECTION 7. Secretary. The secretary shall: (a) keep the minutes of the Members and the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each Member; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. Compensation. No officer shall receive compensation as an officer of the corporation; however, an officer may be reimbursed for his actual and necessary expenses incurred in the performance of his duties as an officer of the corporation.

ARTICLE V. ASSESSMENTS

SECTION 1. Pro-rata Share. The pro-rata share of each Member for the obligations of the corporation shall be a fraction, the numerator being the number of votes of the corporation held by that Member and the denominator being the total number of votes of the corporation.

SECTION 2. Annual Assessment. Each Member shall be obligated to pay to the corporation his pro-rata share of the expenses and costs incurred by the corporation relating to the Open Space including, but not limited to, payment of taxes; cost of insurance; cost of repairs; replacements and additions to improvements; and the cost of labor, equipment, materials, management and supervision incurred by the corporation. The annual assessment shall be determined by the Board of directors based on projected operating costs for the corporation and levied as of April 1 of each year. The total amount of each Member's pro-rata annual assessment shall be mailed to him by April 10 of such year and shall be payable on or before May 31 of such year. Notwithstanding the above, the Board of Directors may delay the levying of the annual assessment to a later date in the year and may establish a different date for payment of such assessment provided, however, that in no event shall the date on which the assessment is due and payable be earlier than sixty (60) days following the date on which such annual assessment is levied.

SECTION 3. Special Assessments. In addition to the annual assessments authorized in Section 2 of this Article V above, the corporation may levy in any year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of and improvement upon the Open Space if consented to by Members holding the majority of the votes of the corporation. A statement of such special assessment shall be mailed to each Member within ten (10) days after the vote establishing the special assessment and such special assessment shall be due and payable not later than ninety (90) days after the date of such statement.

SECTION 4. Assessment for Maintaining Lamppost. In addition to the annual assessment and any special assessment, the corporation shall have the right to levy an individual assessment upon any Member for the cost or expense of maintaining the electric lamppost on such Member's property if, in the Board of Directors' sole judgment, the Member fails to properly maintain such lamppost. Such individual assessment shall not be subject to the limitation of the maximum annual assessment provided for in Section 2 of this Article V of these by-laws. A statement of such individual assessment shall be mailed to such Member and the amount shown due in such statement shall be due and payable not later than ten (10) days after the date of such statement.

SECTION 5. Nonpayment of Assessments. If any annual assessment, special assessment or individual assessment for maintaining lamppost is not paid when due, the assessment, together with interest and the costs of collection as hereinafter provided, shall become a continuing lien against the property against which it is assessed and also shall become a personal obligation of the Member who owns the lot at the time the assessment becomes delinquent. If an assessment is not paid within thirty (30) days after it becomes due, the unpaid assessment shall bear interest from the date due until paid in full at the rate of eight percent (8%) per annum. The corporation shall have the right either to bring an action at law against the Member personally for such unpaid assessment plus accrued interest thereon or the corporation shall have the right to foreclose upon the lien against the lot and any improvements thereon. There shall be added to any judgment for the corporation the actual costs of bringing such action, including reasonable attorneys' fees. Members not current in their payment of the annual assessment will forfeit their vote on all matters.

SECTION 7. Proof of Payment of Assessment. The corporation shall, upon demand at any time, furnish to any Member a certificate signed by an officer of the corporation setting forth whether assessments against the lots owned by such Member have been paid. Such a certificate shall be conclusive evidence of the payment or any and all outstanding assessments stated to have been paid.

ARTICLE VI. MISCELLANEOUS

SECTION 1. Liability of Directors and Officers. No director or officer of the corporation shall be liable for the acts or defaults of any other director or officer or Member or for any loss sustained by the corporation of any Member thereof, unless the same has resulted from his own willful misconduct or negligence.

SECTION 2. Indemnification. The corporation shall have the power but not the obligation to indemnify any director, officer or Member of the corporation against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director, officer or Member of the corporation whether or not he continues to be such director, officer or Member of the corporation at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters to which he shall be finally adjudged in such action, suite, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the corporation in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person. The determination of the corporation to indemnify shall be made in each case by a vote of the majority of the Members of the corporation, or if the corporation shall not vote, by a majority vote of the Board of directors; but no director , officer or Member who may be the recipient of such indemnification shall participate in such voting.

SECTION 3. Books and Records. The books, records, and papers of the corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration of Restrictions, the Articles of Incorporation, and the by-laws of the corporation shall be available for inspection by any Member at the principal office of the corporation where copies may be purchased at reasonable cost.

ARTICLE VII. AMENDMENTS

SECTION 1. Amendment by Directors. These by-laws may be altered, amended or repealed and new by-laws may be adopted by Members holding the majority of the votes of the corporation.

BYLAWS
MEADOWSIDE HOMEOWNERS ASSOCIATION, INC.
AMENDMENT DATED 10/01/2023

ARTICLE V, SECTION 5 of bylaws shall be amended as follows:

SECTION 5. Nonpayment of Assessments. If any annual assessment, special assessment or individual assessment for maintaining lamppost is not paid when due, the assessment, together with interest and the costs of collection as hereinafter provided, shall become a continuing lien against the property against which it is assessed and also shall become a personal obligation of the Member who owns the lot at the time the assessment becomes delinquent. **If an assessment is not paid within thirty (30) days after it becomes due, the unpaid assessment shall bear interest from the date due until paid in full at the rate of twelve percent (12%) per annum.** The corporation shall have the right either to bring an action at law against the Member personally for such unpaid assessment plus accrued interest thereon or the corporation shall have the right to foreclose upon the lien against the lot and any improvements thereon. There shall be added to any judgment for the corporation the actual costs of bringing such action, including reasonable attorneys' fees. Members not current in their payment of the annual assessment will forfeit their vote on all matters.

This amendment is effective as of October 1, 2023, having been approved by a majority of Members.

MEADOWSIDE DECLARATION OF RESTRICTIONS
AMENDMENT DATED 10/01/2023

SECTION II.2.f of Declaration of Restrictions shall be amended as follows:

If assessments are not paid when due, the assessment, together with interest and the cost of collection as hereinafter provided, shall become a continuing lien on the property against which it was assessed and shall become a personal obligation of the owner of the lot at the time the assessment becomes delinquent. If an assessment is not paid within thirty (30) days after it is due, it shall bear interest from the date due at the rate of **twelve percent (12%) per annum**. The Association may bring an action against the owner personally to pay the assessment or to foreclose upon the lien against the property. There shall be added to any Judgment for the Association in such an action the actual costs of bringing such action, including reasonable attorney's fees.

This amendment is effective as of October 1, 2023, having been approved by a majority of Members.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

Siepmann Investment Corp., A Wisconsin corporation, being the owner of all of the land described in the Plat entitled "Meadowside," being a subdivision of part of the

Northeast 1/4 of Section 11, Town 8
North, Range 21 East, Village of Brown
Deer, Milwaukee County, Wisconsin,

intending to establish a general plan for the use, occupancy and enjoyment of said land does hereby declare and establish for the mutual benefit and protection for the present and future owners of said land the following restrictions and conditions:

- I. Building Restrictions. The following building restrictions shall be applicable to the lots in Meadowside Subdivision:
 1. No building shall be erected on any lot of the lots numbered 1 through 29, inclusive, and 52 through 71, inclusive, unless it is a single-family residence building with attached garage containing two or more stalls.
 2. No building shall be erected on any lot of the lots numbered 30 through 51, inclusive, unless it is a two-family residence building with attached garage.
 3. The minimum living area of single-family residence buildings constructed within Meadowside Subdivision shall be as follows:
 - a. One story – no less than 1500 square feet;
 - b. One and one-half story – no less than 1200 square feet on the first floor;
 - c. Two story – no less than 1000 square feet on the first floor and a total of 2000 square feet;
 - d. Split level – no less than 1500 square feet on the upper two floors.
 4. All building plans, exterior designs, and yard grades shall be subject to the prior approval of Siepmann Investment Corp., a Wisconsin corporation, or of such agent as it may hereafter designate.
 5. All buildings shall be completed within twelve (12) months from the date of commencement of their construction, including seeding or sodding in harmony with adjacent property.
 6. There shall be installed in the immediate area of the intersection of the curb and the driveway at the time of construction of each residence building one outdoor electric lamppost with photoelectric controls. The design and specific location of the lamppost shall be subject to the approval of Siepmann Investment Corp. or of such agent as it may hereafter designate. The lamppost shall be maintained by the low owner in a proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Meadowside Home Owner's Association, Inc., created pursuant to section II below, and the cost of such maintenance shall be an assessment against the low owner, payable within ten (10) days after the date of the assessment.

The above shall be in force for a period of twenty-five (25) years from the date hereof and shall be deemed to be a covenant running with the land and shall be binding upon the owners of all lots in the Meadowside Subdivision and their respective heirs, personal representatives, successors and assigns and be enforceable by any of the present or future owners of lots in Meadowside Subdivision or the Village of Brown Deer.

Any building within the Meadowside Subdivision erected prior to the effective date of this instrument shall not be subject to the above-stated restrictions, unless or until such building is:

1. enlarged or structurally altered, so as to increase an existing nonconformity; or
2. relocated to an area in the Subdivision in which it would otherwise continue to be a nonconforming building; or
3. destroyed or damaged by fire or other casualty or structurally altered and the cost of reconstruction or alteration would exceed fifty percent (50%) of its market value at the time of loss or alteration, unless after reconstruction or alteration it conforms to all applicable restrictions; or
4. not used in a nonconforming manner for a period of twelve (12) months.

II. Home Owner's Association. Siepmann Investment Corp. shall create a non-profit corporation to be known as "Meadowside Home Owner's Association, Inc.", hereinafter referred to as "Association," for the purposes of maintaining the landscaped areas located within the roadways, which have been dedicated to the Village of Brown deer; and Out Lots , 2, 3 and 4, which shall be transferred by Siepmann Investment Corp. in fee simple to the Association upon completion of the development of the park areas, but in no event later than November 1, 1981; all as shown on the Meadowside Plat and hereinafter referred to collective as "Open Space." The Association shall maintain the Open Space for the common benefit of each lot owner in the Meadowside Subdivision and the Village of Brown deer. The operation of the Association shall be governed by its Articles of Incorporation, By-Laws, and the following:

1. The owner or owners of each single family lot in Meadowside Subdivision shall be a Member of the Association and shall be entitled to one (1) vote in the management and operation of the Association. The owner or owners of each two family lot in Meadowside Subdivision shall be entitled to one and one-half (1-1/2) votes in the management and operation of the Association. Such membership shall be appertaining to and pass with the title to each lot in the Meadowside Subdivision.
2. The Association shall have the authority to annually assess each lot owner for his pro rata share, based upon the number of votes each Member holds, of the cost to be incurred by the Association in maintaining the Open Space for the recreation, health, safety, welfare and enjoyment of the Members and the Village. Assessments by the Association shall be subject to the following:
 - a. Assessments may be made for maintenance costs which shall include but not be limited to: the payment of taxes; the cost of insurance; the cost of repairs, replacements and additions to improvements; and the cost of

labor, equipment, materials, management and supervision incurred in connection with the foregoing.

- b. The annual assessment shall be levied by the Association as of April 1 for each year. The amount of the assessment allocable to each lot shall be mailed to the owner of each lot by April 10 of each year and shall be payable on or before May 31 of the year of assessment.
 - c. The maximum annual assessment shall be sixty dollars (\$60.00) per single family lot and ninety dollars (\$90.00) per two family lot per year unless changed by the consent of Members holding a Majority of the votes of the Association. The Association, taking into consideration current and future needs, may establish an assessment at an amount less than the maximum set forth herein.
 - d. A special assessment may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, or replacement of an improvement upon the Open Space if consented to by Members holding at least two-thirds (2/3) of the votes of the Association. A statement for a special assessment shall be mailed to the owner of each lot within ten (10) days of the vote establishing the assessment and shall be due and payable within ninety (90) days after the date of the statement.
 - e. Siepmann Investment Corp. shall pay assessments made against each lot it owns in the Meadowside Subdivision, provided, however, that it shall not be assessed for improvements or additions thereto which it has not consented to.
 - f. If assessments are not paid when due, the assessment, together with interest and the cost of collection as hereinafter provided, shall become a continuing lien on the property against which it was assessed and shall become a personal obligation of the owner of the lot at the time the assessment becomes delinquent. If an assessment is not paid within thirty (30) days after it is due, it shall bear interest from the date due at the rate of eight percent (8%) per annum. The Association may bring an action against the owner personally to pay the assessment or to foreclose upon the lien against the property. There shall be added to any judgment for the Association in such an action the actual costs of bringing such action, including reasonable attorney's fees.
3. The Association shall have the authority to assess individual lot owners for the cost of maintaining the electric lamppost on their lots if the same have not been maintained by the owners in a proper operating manner. Such individual assessments shall not be subject to the limitations set forth in Paragraph 2(c) above. Delinquent assessments shall be subject to the provisions of Paragraph 2(f) above.
4. The Association shall, upon demand, furnish to any lot owner a certificate signed by an Officer of the Association setting forth whether assessments against the lot have been paid. Such a certificate shall be conclusive evidence of the payment of any and all outstanding assessments.

5. In the event that the Village of Brown Deer shall assume the maintenance of the Open Space, either at the request of the Association or because the Association is not maintaining the Open Space to the satisfaction of the Village of Brown Deer, the Village of Brown deer shall have, and is hereby given, the right to maintain the Open Space and the power and authority to levy and collect a special assessment annually from each lot for the purpose of defraying the costs of the operation and maintaining of the Open Spaces and the improvements thereon. For purposes of such special assessments, Meadowside Subdivision shall constitute an assessment district and there shall be no limitation on the size of the assessments provided that they do not exceed the Village's actual costs.
6. The Members and the general public shall be entitled to use the Open Space for the purposes intended, provided that the Association may establish such rules and regulations as to the use of the Open Space as are necessary to insure the optimum level of beneficial use and, in addition, may provide for the exclusion of any person acting in a disorderly manner or unduly interfering in any manner with the proper use of such area by others.

III. Division of Lots. No platted lot in the Meadowside Subdivision may be divided or redivided without prior written permission of the Village of Brown Deer.

IV. Amendment. This Declaration of Restrictions may not be altered, amended or repealed unless and until such amendment has been submitted and approved by the Brown Deer Village Board.

The M & I Northern Bank of Milwaukee, having a security interest in the property subject to the foregoing restrictions, by virtue of a mortgage dated September 18, 1978, hereby consents to and joins in the creation of the foregoing restrictions.

Meadowside Homeowners Association Annual Meeting – May 21, 2026 6:30 p.m.

Officers Present: John Shelton (president) Libby Greaves (treasurer), Sue Cascio (secretary)

Officers Absent: Sharon Matusinec (vice-president)

Board Members Present: Jacob Schermetzler (single-family representative), Martin Stilling (single-family representative)

Board Members Absent: Chris Martin (single-family representative), Chuck Carroll (2-family representative), Laura Smith (2-family representative)

The meeting was attended by 5 residents, representing 5 out of 90 households (see attached sign-in sheet). The purpose of the meeting is to discuss the past year, plans for the current year, nominate/elect board members, and address any questions and concerns

Welcome/President Remarks: John Shelton conducted the meeting and welcomed those present.

John talked about the recent increase property revaluation/assessments done in 2025. Last summer Meadowside officers met with the new assessor and village manager to point out several issues with the new assessment of properties in Meadowside. Sue Cascio compiled data for every Meadowside address, comparing prior year's assessment to 2025. There were issues with assessments of common area lots, side-by-sides, and ranch versus 2-story homes. As a result of our meeting, there were a lot of corrections made to Meadowside properties, many without people realizing it. For anyone wishing to dispute their property assessment, they will need to attend the "open book" session (May 26-June 2, 2026) and contact the assessor.

John also provided an update regarding the path. John has met with Nate Piotrowski, Brown Deer Community Development Director, regarding the construction project on N Sherman Blvd currently underway by Milwaukee County, with the addition of a sidewalk. There are plans to connect the sidewalk to our existing path on the southeast section (outlot 3) leading to the sidewalk on Dean Road. It would be considered a "trail" for purposes of allowing bikes on it and would be maintained by Brown Deer. John will be meeting with Nate again in the coming week to discuss further plans. It would likely require a survey at Meadowside expense (\$1,000-\$2,000) to determine what portion of land will be used, and the question is will this land be donated by Meadowside to Brown Deer, sold to Brown Deer for \$1.00, taken by Brown Deer through eminent domain, or...This will be happening in 2026. Once that is completed, it might be possible to address the remaining section of that portion of path since it will be a shorter span and within our budget.

Treasurer Report: Libby Greaves provided the financial report. There are 8 out of 90 households who still owe 2025 assessment. Late fees in the amount of \$750 were collected in 2025. Some residents have questioned the amount of the assessment, thinking it would revert to

2023 levels. The assessment will continue at current level due to increasing costs as well as to try to build up the funds to address the aging path.

Potluck on the Path: This tradition will continue in 2026 the second Sunday of June, July, August, and September from 5:00-7:00 pm. Those attending are asked to bring a dish to pass (not mandatory), a chair and own beverage.

Additional Items: Ed Greaves, who is a Village trustee, provided an update on various construction/development projects in Brown Deer, some already started, one completed (Ten Mile Park), and others proposed.

Laura Smith asked if there could be a dead-end or no-thru street sign installed on Meadowside Ct near Dean Road. There are often cars going through thinking they can get to Brown Deer Road. They drive too fast, especially going around the cul-de-sac, making it dangerous for children in the area. This is especially a problem with the construction on Sherman Blvd and there not being any access north or south from Dean Road. Sue Cascio will contact Brown Deer DPW to ask if they can install a sign.

Libby mentioned that new decorative signs along the path are available to be painted, if anyone is interested.

Board/Officer Positions: All current board members and officers present agreed to continue in their role for another year.

There being no further matters to discuss, the meeting was adjourned at 7:20 pm.

Respectfully Submitted,

Sue Cascio, Secretary