

ARTICLE VII

The number of directors constituting the initial Board of Directors of the corporation shall be four (4). The number of directors of the corporation may be changed from time to time by the By-Laws of the corporation, but in no case shall be less than three (3).

ARTICLE VIII

The name and address of the incorporator is George F. Roth, 780 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE IX

These Articles of Incorporation may not be altered, amended or repealed unless and until such amendment has been submitted to and approved by the Brown Deer Village Board.

Executed in duplicate this 6th day of November, 1978.

George F. Roth
George F. Roth

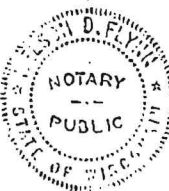
STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Personally came before me this 6th day of November, 1978,

the above named George F. Roth, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michael J. Dwyer
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by:
Michael J. Dwyer
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202



Milwaukee County, Wisconsin; (2) to hold title to and to maintain, for use, occupancy and enjoyment by Members of the Corporation, Out Lots 1, 2, 3 and 4 as shown in the Plat entitled "Meadowside"; and (3) to engage in any other lawful activity for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

The Corporation shall have two (2) classes of Members. The owner or owners of each single family lot in Meadowside Sub-division shall be a Class A Member of the Corporation and the owner or owners of each two family lot shall be a Class B Member of the Corporation. Such membership shall be governed by the Declaration of Restrictions running with each lot in the Sub-division, the By-Laws of the corporation and these Articles of Incorporation.

ARTICLE V

The principal office of the corporation is 17700 West Capitol Drive, Brookfield, Wisconsin 53005.

ARTICLE VI

The address of the registered office of the corporation is 17700 West Capitol Drive, Brookfield, Wisconsin 53005, and the name of its registered agent at such address is John J. Vincent.

CONSENT OF MORTGAGEE

_____, the holder of a mortgage
on the premises described in the above and foregoing contract, hereby
consents to this contract and subordinates its mortgage thereto.

Dated at Milwaukee, Wisconsin, _____, November 10, 1978.



MIL NORTHERN BANK
BY: R. E. Stratton
R. E. Stratton
Vice President
COUNTERSIGNED:
W. E. Heiser
W. E. Heiser
Assistant Cashier

ARTICLES OF INCORPORATION
OF
MEADOWSIDE HOME OWNERS ASSOCIATION, INC.

These Articles of Incorporation are executed by the undersigned for the purpose of forming a non-stock, non-profit Wisconsin corporation under Chapter 181 of the Wisconsin Statutes:

ARTICLE I

The name of the corporation is "Meadowside Home Owners Association, Inc."

ARTICLE II

The period of existence of the corporation shall be perpetual.

ARTICLE III

The purposes for which the corporation is organized are:
(1) to maintain, for use, occupancy and enjoyment by Members of the Corporation, the landscaped areas located in the roadways which have been dedicated to the Village of Brown Deer, Milwaukee County, Wisconsin, 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,

SUBDIVIDER:

STIEPMANN INVESTMENT CORP.

Ronald P. Stiepmann, President

Mary P. Stiepmann, Secretary



"VILLAGE"
VILLAGE OF BROWN DEER

Earl M. McGovern, President (SEAL)

Countersigned:

Betty Clerk (SEAL)

STATE OF WISCONSIN
MILWAUKEE COUNTY } ss

Personally came before me this 13th day of November, A.D., 1978, the above named RONALD P. STIEPMANN and MARY P. STIEPMANN, to be known to be the persons who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN
MILWAUKEE COUNTY }

Personally came before me this 12th day of December, A.D., 1978, the above named EARL MCGOVERN, President and BETTY CLERK, Secretary of the VILLAGE OF BROWN DEER, a Municipal Corporation, to be known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation by its authority.

Notary Public - State of Wisconsin
My Commission: 02.24.1972

Notary Public - State of Wisconsin
My Commission: May 11, 1980

and be so assessed. The determination of the Village Manager as to the applicable costs and assessments shall be final.

29. The Village and Subdivider agree that the number of annual installments in which special assessments appertaining to public improvements listed in paragraph 8 hereof may be paid is five (5).

30. Each duplex building shall be constructed with inside enclosed parking for four (4) automobiles.

31. The Subdivider will be required to remove and obliterate the existing M. Terry Avenue pavement and roadway from the West subdivision line of Meadowside westerly to the private driveway at M. Terry Avenue. Landscaping of the area thus obliterated shall be a continuation of that to be installed in Outlot 1 and must be included in the plan of landscaping approved by the Beautification Committee.

32. The covenants, agreements, restrictions and provisions herein contained shall be binding on all parties, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, the Village Board of the Village of Brown Deer may relieve the Subdividers from such covenants, agreements, restrictions or provisions, or any of them, before the expiration of twenty-five (25) years or thereafter in case of extreme hardship by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or equity by the Village, or by the owner of any lot within the subdivision against any person or persons violating or attempting to violate the same.

33. The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day of December, 1978.

or unduly interfering in any manner with the proper use of such area by others.

21. In the event any amendments are made in the Articles of Incorporation and By-laws of Meadowside Homeowners Corporation, Inc., each amendment must first be submitted to and approved by the Brown Deer Village Board.

22. The Subdivider will be permitted to install sanitary sewer only in accordance with the schedule provided in paragraph 2 hereof. Said authorization may be changed at the discretion of the Village should the Metropolitan Sewerage District of the County of Milwaukee not provide the Village with an annual sewerage allocation in the amount of 26,000 gallons.

23. The Subdivider need not place all surveying monuments until such time as Subdivider is required to do so by the Village Engineer of the Village of Brown Deer. To guarantee the installation of the required monuments, the Subdivider shall deposit \$1,000 with the Village on or before the recording of the final plat of subdivision.

24. In the event that lots have been filled to more than three feet, the Village may require extra depth for footings and building foundations than would ordinarily be required after the final grading is completed, the Subdivider shall provide the Village with a list of all such lots.

25. Approved automatic fire protection equipment shall be installed in each single family and duplex home in accordance with the requirements of the Brown Deer Director of Public Safety and the Village Fire Department Code.

26. The Subdivider and owners of lots agree that all CATV systems serving said lots shall remain inoperative and not be connected to homes or duplexes until such time as a certificate of compliance is issued by the Federal Communications Commission to a Village of Brown Deer approved franchisee. The Subdivider and owners of lots agree upon connection to the Village CATV system, they will abide by the established system rules and pay the fee established by the franchisee and approved by the Village.

27. Street trees and surface course construction shall be installed at a time considered appropriate by the Village Manager after a sufficient number of homes and duplexes have been constructed in the subdivision.

28. Subdivider agrees all special assessments resulting from public improvements contemplated in paragraph 8 hereof shall be charged on a per lot basis. All allocable improvement costs shall be divided equally among the lots

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, suit, 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 consent of Members holding a majority of the Votes 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 Members. These by-laws may be altered, amended or repealed and new by-laws may be adopted by Members holding at least two-thirds (2/3) of the Votes of the corporation; provided, however, each such amendment must have been first submitted to and approved by the Brown Deer Village Board.

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, suit, 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 at least two-thirds (2/3) of the Votes of the corporation; provided, however, each such amendment must have been first submitted to and approved by the Brown Deer Village Board.

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 6. Nonpayment of Assessments. If any annual assessment, special assessment or individual assessment for maintaining lamp-post 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.

SECTION 7. Proof of Payment of Assessments. 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 of 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 or 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

maximum annual assessment to be levied by the corporation shall be Sixty Dollars (\$60.00) per lot per year for each single family lot and Ninety Dollars (\$90.00) per lot per year for each two family lot, unless such maximum assessment is changed by consent of Members holding a majority of the Votes of the corporation. The annual assessment shall be determined by the Board of Directors 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 two-thirds (2/3) 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. Slepman Investment Corp. shall pay assessments and special assessments made against each lot it owns in the Subdivision; provided, however, that it shall not be assessed for improvements or additions thereto which it has not consented to.

SECTION 5. Assessment for Maintaining Lampost. 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 lampost on such Member's property if, in the Board of Director's sole judgment, the Member fails to properly maintain such lampost. Such individual assessment shall not be subject to the limitation on the maximum annual assessment provided for in Section 2 of this Article V of these by-laws. A statement of such individual assessment

or as required 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

shall resign or shall have been removed in the manner hereinafter provided or termination of his interest in any and all lots in the Meadows 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

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 of 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, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed 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, except for assistant 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

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 2. Tenure and Qualifications. The number of directors of the corporation shall be initially four (4) and eventually three (3) as hereinafter provided. 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 need not be residents of the State of Wisconsin or Members of the corporation. The directors shall be selected by the Members of the corporation as follows: two (2) directors shall be elected by the owners of the single family lots, and one (1) director shall be elected by the owners of the two family lots. As long as Stepmann Investment Corp. owns any land in Meadowside Subdivision, it shall elect one (1) additional member to the Board of Directors.

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 by oral notice or written notice delivered personally or mailed to each director at his last known address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram such notice shall be deemed to be delivered when given to the telegraph company. 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 any statute, a waiver 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

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 of the Votes are present in person or represented by proxy, or at which the holders of all of 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.

payment of such annual, lampost 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 purposes of the corporation.

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 determine, and if the President does not act, as the directors shall determine, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

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 thereat.

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 direction 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

REEL 1175 PAGE 974

BY-LAWS

OF

MEADOWSIDE HOME OWNERS ASSOCIATION, INC.

ARTICLE I. OFFICES

SECTION 1. Principal Office. The principal office of the corporation in the State of Wisconsin shall be located in the City of Brookfield, County of Waukesha. The corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the corporation may require from time to time.

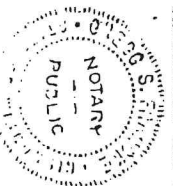
SECTION 2. Registered Office. The registered office of the corporation required by the Wisconsin Nonstock Corporation Law to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be 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.

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

to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, Milwaukee County, WI
My Commission: in commission expires November 25, 1991

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Siepmann Investment Corp., have executed this Declaration of Restrictions this 6th day of November, 1978.

SIEPMANN INVESTMENT CORP.

BY: *[Signature]*
Ronald P. Siepmann, President
BY: *[Signature]*
Mary F. Siepmann, Secretary

Signatures of Ronald P. Siepmann and Mary P. Siepmann
authenticated this 6th day of November, 1978.

[Signature]
George F. Roth, Member State Bar
of Wisconsin

This instrument was drafted by:
Michael J. Dwyer
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202

Exh. 1 '0'

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 cements to and joins in the creation of the foregoing restrictions.

M & I NORTHERN BANK OF MILWAUKEE
By: R. E. Stratton
R. E. Stratton, Vice President
Countersigned:

W. E. Heier
W. E. Heier, Asst. Cashier

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss

Personally appeared before me this 6 day of December, 1978, the above-named R. E. Stratton and W. E. Heier

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 lampost 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 operating and maintaining of the Open Spaces and the improvements thereon. For purposes of such special assessments, Meadowside

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 and 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

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 be 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

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 1, 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 collectively 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

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 a manner 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 lamp post with photoelectric controls. The design and specific location of the lamp post shall be subject to the approval of Siepmann Investment Corp. or of such agent as it may hereafter designate. The lamp post shall be maintained by the lot owner in a proper operating manner. If the lamp post 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 lot 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:

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

Stepmann 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.

M & I Northern Bank.

19. Subdivider does hereby agree to hold the Village harmless from any special assessment that may appertain to Village owned land in the subdivision or any other assessments for which the Village may be responsible and further agrees to indemnify the Village by paying any and all special assessments within 10 days after the levying of said special assessment or assessments. In the event the Subdivider fails to pay any such assessment or assessments on the Village owned land within the subdivision or any other assessments for which the Village may be responsible, the amount or amounts thereof shall constitute a lien upon all the other land in the subdivision until the same are paid. The special assessments contemplated herein are only in regard to improvements necessary to complete the work contemplated by this contract, and not special assessments in the future.

20. The Developer agrees to record deed restrictions as shown on Exhibit "C" attached hereto including among other things a requirement that each lot owner contribute a share of the cost of maintenance of the landscaped courts and common areas within the project (lots 1 through 4).

The Developer agrees to cause to be formed a non-stock, non-profit corporation, the purpose of which corporation shall be to own, maintain and operate the common areas of the project. Membership of each property owner is required by duly recorded deed restrictions. The/By-Laws of said corporation are attached hereto and marked Exhibit "D". Said corporation shall have the complete responsibility for the care and maintenance of the landscaped courts and other common areas open to the residents of the project as provided by said Bylaws. In the event that said corporation shall neglect to maintain the landscaped courts and common areas in a manner which is in accordance with the standards fixed by the Village for the maintenance of its own open areas and park sites, and such neglect has continued for a period of thirty days after notice in writing has been given by the Village to such corporation, the Village may, but it shall not be required to, assume the care and maintenance of such areas and shall create a separate assessment district for the purpose of payment of the costs of such maintenance.

The Developer agrees that the general public will not be excluded from the common areas, provided that the rules and regulations pertaining to the use thereof may provide for the exclusion of any person acting in a disorderly manner

Village in connection with the platting of the proposed subdivision.

12. The Subdivider shall indemnify the Village and hold it harmless from all items and other encumbrances against the premises or any kind of debts and claims alleged to be due from the Subdivider to any person, including any agent, contractor, employee or subcontractor employed by or under them.

13. The Subdivider shall commence the public work referred to herein not encompassed in the aforesaid special assessment proceeding, within, on or before the 1st day of December, 1978. Should the Subdivider be delayed in completing the work by any strikes or circumstances beyond his control, the time of completion may be extended for such additional time which is necessitated by reason of all such acts or circumstances, but not to exceed thirty (30) days from the date herein fixed for completion. Time is of the essence of this agreement.

14. The upkeep of all machinery and tools shall be borne by the Subdivider and Subdivider shall assume full responsibility for all such tools and machinery.

15. No occupancy permit may be issued until all the required improvements to serve the buildings for which the occupancy permit is sought are in place. Building permits may not be issued until adequate access as determined by the Village Manager is provided to the site for which a Building permit is sought.

16. The Subdivider shall abide by all legal restrictions and obligations of the municipality wherein the work is located. In the event any such legal restrictions or obligations should be violated by the Subdivider, or any of its employees, agents, contractors or sub-contractors, the Village shall be indemnified and held harmless by the Subdivider from any damages thereby incurred.

17. All public improvements referred to herein shall be made or constructed in accordance with the standards and requirements of the Village and the directions and orders of the Village Engineer.

18. The Subdivider hereby represents that the sole owners of the real estate affected by this contract are the following: STEPMANN INVESTMENT CORPORATION. Subdivider further represents that the only mortgages holding any mortgage or mortgages upon the premises are the following:

7. Any study required by an approving agency having jurisdiction in relationship to the plat shall be conducted at the expense of the Subdivider which he hereby agrees to bear.

8. The special assessments referred to heretofore may be handled in a combined proceeding and may include the following items:

- a. Streets, sewers, storm sewers, storm water drainage facilities, laterals, water mains, sidewalks on West Dean Road and in outlots 1 through 4.
- b. Engineering expense.
- c. Legal Expense, including legal expense of Subdivider.
- d. Trees, topsoiling, and landscaping including parkways
- e. Ornamental lighting.
- f. Underwriting expense, if any.
- g. Curb and Gutter.
- h. Surface course deposit and payment.
- i. Street Signs.
- j. Administration expense.
- k. Debt Service.

1. Underground wiring and cable television.

9. All sump pumps and roof drains installed in the subdivision shall be connected to storm sewers before an occupancy permit can be issued for the lot to which the sump pump or roof drains appertain.

10. The Subdivider agrees to install ornamental street lights throughout the subdivision and to pay the cost of electric energy and maintenance annually. In addition, decorative lighting shall be installed throughout Outlots 1 through 4 for parkway lighting purposes. The cost of electric energy and maintenance shall annually be assessed against the benefited lots by the Village without notice or hearing. The determination by the Village Manager of the amount of such assessments shall be final and such assessments shall be collected as a special tax. In lieu of the aforesaid lighting, the Subdivider may present a plan for private lighting throughout the subdivision and parkways and install or cause to be installed such lighting after said plan is approved by the Village Engineer and Village Board.

11. The Subdivider shall pay all engineering, surveying, legal, publication and sewerage inspection fees and all sundry expenses incurred by the

Statutes, the Condominium Declaration described in Section 230.80, Wisconsin Statutes, shall not be adopted or amended without the prior written approval of the Village Board of the Village of Brown Deer.

4. The Subdivider shall submit to the Village before commencing work on site, a bond in an amount approved by the Village, guaranteeing the installation and completion of such public improvements of the subdivision which are not to be installed pursuant to special assessment proceedings under §66.60, Wisconsin Statutes. The Subdivider and the Village agree that the public improvements described in paragraph 8 hereof shall be installed pursuant to a special assessment proceedings under Section 66.60, Wisconsin Statutes, and the Subdivider hereby waives any and all rights to notice and hearing provided for by said statute and by §66.54(7) (e), Wisconsin Statutes, and hereby consents to the imposition of the special assessment thereunto appertaining. The Subdivider further agrees to supply the Village with any additional waivers deemed necessary by the Village's lender or underwriter in connection with the financing of said public improvements. The Subdivider hereby agrees that there shall be no obligation on the part of the Village to return any interest collected by the Village or funds generated by such special assessment proceeding on the financing thereunto appertaining, notwithstanding the fact that there may be a time interval between the date when funds are received by the Village and the date when the Village will be obliged to pay for the public improvements specially assessed.

5. The Subdivider agrees that all plans for public and private improvements to any land in the subdivision must be approved by the Engineering Department of the Village before such plans can be implemented. Implicit in this covenant is the right of the Engineering Department of the Village to require plan revisions. It is agreed by and between the parties hereto that the engineering work relating to the public improvements set forth in paragraph 8 hereof shall be done by Jahnke and Jahnke Asso., and the cost of such engineering work shall be assessed pursuant to §66.60, Wisconsin Statutes.

6. The Subdivider agrees to pay for all expenses which the Village may incur by virtue of inspections, plan review, legal and engineering costs appertaining to the subdivision.

except to the extent that deviations are expressly allowed herein. The Subdivider agrees to grade all the lands depicted in the plat within two years and agrees that such grading shall be in conformance with plans approved by the Village Engineer. The Subdivider agrees to surface all streets of the subdivision with gravel, a base course of asphalt, and to deposit with the Village a sum sufficient as determined by the Village Engineer for the application of the final surface course. The Subdivider agrees to install concrete curb and gutter in all of the streets of the subdivision. The Subdivider agrees to construct and install sidewalks on West Dean Road and as required for parkway purposes within outlots 1 through 4. Subdivider agrees to install sanitary sewer, water mains and storm sewers and drainage facilities throughout the subdivision. In the case of sanitary sewer, construction shall be limited to serve only the number of lots indicated in the years indicated, in accordance with the following schedule, unless deviations are expressly authorized by the Village Manager of the Village of Brown Deer:

YEAR	LOTS	UNITS
1978	16*	19*
1979	29	35
1980	26	39

*Exempt from allocation

This work shall include the installation of water main on West Dean Road. The Subdivider shall construct gas, electric and community antenna television utilities to be installed throughout the subdivision in underground conduits. This provision shall not be construed to directly or indirectly confer a franchise upon any person, firm or corporation to operate a community antenna television facility in the Village of Brown Deer without the express prior approval of the Village Board. The Subdivider agrees to pay a sum sufficient as determined by the Village Engineer to the Village of Brown Deer to defray the cost of street signs throughout the subdivision. All improvements herein set forth except those for which payment has been made, shall be installed by the Subdivider not later than three years from the date hereof.

3. In the event any of the land depicted in the plat should be made subject to the condominium law, Sections 230.70-230.97, Wisconsin

REL 1175 MIC 960

REL 1175 MIC 959

Plans indicating the proposed location of all gas, electrical power and telephone distribution and transmission lines required to service the plat shall be approved by the Village Engineer.

Section 8-8.11 Street Lamps

The subdivider shall install street lamps as required by the Village Board along all streets proposed to be dedicated of a design compatible with the neighborhood and type of development proposed. Such lamps shall be placed at each street intersection and at such interior block spacing as may be required by the Village Engineer.

Section 8-8.12 Street Signs

The subdivider shall install at the intersection of all streets proposed to be dedicated a street sign of a design specified by the Village Engineer.

Section 8-8.13 Street Trees

The subdivider shall plant at least one (1) tree of a species acceptable to the Village Plan Commission and at least six (6) ft. in height for each fifty (50) feet of frontage on all streets proposed to be dedicated. The required trees shall be planted in the lawn area between the pavement edge and front lot line in accordance with plans and standard specifications approved by the Village Plan Commission.

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Volume 2

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Volume 2 Page 6
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The subdivider shall construct sanitary sewers in such a manner as to make adequate sanitary sewerage service available to each lot within the subdivision including the installation of sewer laterals to the street lot line for each lot.

Section 8-8.08 Storm Water Drainage Facilities

The subdivider shall construct storm water drainage facilities which may include curbs and gutters, catch basins and inlets, storm sewers, road ditches, headwalls, concrete aprons, and open channels, as may be required. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow; the type of facility required, the design criteria and the sizes and grades to be determined by the Village Engineer. Storm drainage facilities shall be so designed as to present no hazard to life or property, and the size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the plans and standard specifications approved by the Village Engineer.

Section 8-8.09 Public Water Supply Facilities

The subdivider shall construct water mains in such a manner as to make adequate water service available to each lot within the subdivision. The installation of water laterals to the street lot line of each lot is also required. Such water facilities shall be dedicated and assigned to the Village of Brown Deer without cost to the Village, meeting the specifications of the Village of Brown Deer and the State Board of Health. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with plans and standard specifications approved by the Village Engineer.

Section 8-8.10 Other Utilities

The subdivider shall cause gas, electrical power and telephone facilities to be installed in such a manner as to make adequate service available to each lot in the subdivision. All electrical and telephone service shall be located underground.

Section 8 Revised Subdivision Code
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Section 8-8.04 Curb and Gutter

After the installation of all utility and storm water drainage improvements, the subdivider shall construct concrete curbs and gutters in accordance with plans and standard specifications approved by the Village Engineer. This requirement may be waived in those portions of a residential subdivision designed for single-family detached homes. Wherever possible, provision shall be made at the time of construction for driveway access curb cuts.

Section 8-8.05 Rural Street Sections

When curbs and gutters are not required the subdivider shall finish grade all shoulders and road ditches, install all necessary culverts at intersections, and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with plans and standard specifications approved by the Village Engineer.

Section 8-8.06 Sidewalks

The subdivider shall construct a five foot wide concrete sidewalk on one side of all frontage streets and both sides of all other streets within the non-residential subdivisions, and as required by the Village Board in residential subdivisions. The construction of all sidewalks shall be in accordance with plans and standard specifications approved by the Village Engineer.

Wider than standard sidewalks may be required by the Village Engineer in the vicinity of schools, commercial areas and large places of public assembly; and the Village Plan Commission may require the construction of sidewalks in locations other than required under the preceding provisions of this ordinance if such walks are necessary, in their opinion, for safe and adequate pedestrian circulation.

Section 8-8.07 Public Sanitary Sewerage and Private Sewage Disposal Systems

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Volume 2 January, 1975 Page 8
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as specified to the following widths:

Pavement Width
(between outer edges of roadway pavement)

	Residential Subdv.	Mfg. or Business Subdv.
<u>Collector Street</u>	36 ft.	40 ft.
<u>Minor Street</u>	24 ft.	32 ft.
<u>Cul-de-Sac Street</u>	24 ft.	32 ft.
<u>Half Street</u>	When permitted not less than 20 feet	Not Permitted
<u>Frontage Road</u> (not in rights-of-way of thoroughfares)	24 ft.	24 ft.

Thoroughfares In accordance with Federal, State, County, or Local requirements

Alleys 20 ft. 24 ft.

Cul-de-sac Street Turn-Around Areas shall have a minimum diameter, measured from faces of the outside of curb or outside edges of roadway pavement, of 80 feet for residential subdivisions and 100 feet for manufacturing and business subdivisions, and roadway pavements in "r" type or other variations of the circular type terminus shall be as recommended by the Plan Commission and approved by the Village Board.

Said surfacing shall be done in accordance with plans and standard specifications approved by the Village Engineer. The two inch asphaltic concrete surfacing need not be immediately provided, but the subdivider shall in lieu thereof pay a sum equivalent to the cost of such surfacing to the Village to cover the ultimate cost of such surfacing.

Section 8 Subdivision Code
Page 48 Volume 2

CHAPTER VIII REQUIRED IMPROVEMENTS

- Section 8-8.01 Survey Monuments
- Section 8-8.02 Grading
- Section 8-8.03 Surfacing
- Section 8-8.04 Curb and Gutter
- Section 8-8.05 Rural Street Sections
- Section 8-8.06 Sidewalks
- Section 8-8.07 Public Sanitary Sewerage and Private Sewage Disposal Systems
- Section 8-8.08 Storm Water Drainage Facilities
- Section 8-8.09 Public Water Supply Facilities
- Section 8-8.10 Other Utilities
- Section 8-8.11 Street Lamps
- Section 8-8.12 Street Signs
- Section 8-8.13 Street Trees

Section 8-8.01 Survey Monuments

The subdivider shall install survey monuments place in accordance with the requirements of Chapter 236.15 of the Wisconsin Statutes and may be required by the Village Engineer.

Section 8-8.02 Grading

After the installation of temporary block corner monuments by the subdivider and establishment of street grades by the Village Board, the subdivider shall grade the full width of the right-of-way of all streets proposed to be dedicated in accordance with plans and standard specifications approved by the Village Engineer. The subdivider shall grade the roadbeds in the street rights-of-way to subgrade.

Section 8-8.03 Surfacing

After the installation of all utility and storm water drainage improvements, the subdivider shall surface all roadways in streets proposed to be dedicated to the widths prescribed by the master plan or master plan components of the Village, or if not

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Exhibit "B"

MEADOWSIDE

45 x 12
CONTRACT FOR THE INSTALLATION OF
IMPROVEMENTS IN A SUBDIVISION TO
BE KNOWN AS MEADOWSIDE

THIS AGREEMENT, made this 12 day of December 1978,
by and between STEPMANN INVESTMENT CORPORATION, hereinafter called "Subdivider",
and the VILLAGE OF BROWN DEER, a municipal corporation, Milwaukee County,
Wisconsin, hereinafter called "Village";

WITNESSETH:

WHEREAS, application has been made to the Village Board of the
Village of Brown Deer, Milwaukee County, Wisconsin, by Subdivider for the
approval of a plat of a subdivision to be known as MEADOWSIDE; and,

WHEREAS, a copy of said plat and legal description of said real
estate thereunto appertaining is attached hereto, made a part hereof and
marked Exhibit "A"; and,

WHEREAS, said plat was duly referred to the Village Planning
Commission; and,

WHEREAS, the Subdivider, in the making of said application for
approval, has undertaken to conform to the provisions of all applicable
ordinances and statutes; and,

WHEREAS, the required improvements are set forth in Section 8
of the Subdivision Code, a copy of said section being annexed hereto, made
a part hereof and marked Exhibit "B"; and,

WHEREAS, the Subdivider has requested and is hereby allowed
deviations from the required improvements as follows: Section 8.6 - The
Subdivider will not be required to install sidewalks except on West Dean
Road, and as required for park purposes in outlots 1, 2, 3 and 4.

NOW, THEREFORE, in consideration of the mutual promises and
covenants herein contained, the parties hereto agree to undertake as follows:

1. All of the covenants, promises and undertakings herein contained
shall constitute restrictions for public benefit under and pursuant to §236.293,
Wisconsin Statutes, and the Subdivision Code of the Village of Brown Deer.

2. The Subdivider hereby agrees to install or construct all of

the required improvements contained in Section 8 of the Subdivision Code

5282543

REGISTERS OFFICE
Milwaukee County, Wis. } ss
RECORDED AT 2:35 PM

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JAN - 9 1979
REF. 1175 MADE 952 to 992
BROWN DEER
REGISTER OF DEEDS