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DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

Document Number

Tax Parcel No.:

This Declaration of Easements, Covenants and Restrictions and Homeowner's Association (the "Declaration") is made as of the 8th day of July, 2024, by The Green at Mequon LLC, a Wisconsin Limited Liability Company ("Declarant").

RECITATIONS

WHEREAS, Developer owns all those lands located in the City of Mequon ("City"), Ozaukee County, Wisconsin, to be subdivided and platted as a private development known as The Green at Mequon described on Exhibit A attached hereto (the "Development")

WHEREAS, the final plat for the Development was approved and was recorded on May 31, 2024 in the office of the Ozaukee County Register of Deeds as document number 1159289, the Development is a platted subdivision consisting of 7 lots. An Outlot 1 shall be designated as Common Area to remain as open space and become owned by Association pursuant to Section 1.04(d).

WHEREAS, Developer desires to subject the lots as platted within the Development, as depicted on the final plat for the Development, as well as all other portions of the Development, as expanded from time to time (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Development as a whole and for the benefit of each Lot Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant does hereby impose upon the Property, the terms, covenants, and conditions set forth in this Declaration as follows:

COVENANTS AND RESTRICTIONS

1.01 DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following meaning:

a) "Association" shall mean the The Green at Mequon Homeowners Association, Inc., a nonprofit, nonstock homeowner's association, which was created for this Declaration.

b) "Board" shall mean a Board of Directors which shall be the governing body of the Association and shall elect Officers for the Association in accordance with By-Laws adopted by the Association.

c) "Architectural Control Board," or the "ACB" shall mean the officers of the Association appointed or elected in accordance with Section 3.07 of this Declaration who shall serve as members of the Architectural Control Board.

d) "Common Area" or "Common Areas" shall mean Outlot 1 or any other area within the Development which is not a Lot as identified in this Declaration or on the Development plat, and includes, without limitations, property biofilter(s), property dry pond(s), entrance island, cul de sac island, lift station, and all such areas conveyed by the Developer to the Association, and the dedicated private road or other dedicated area for which the City has not assumed responsibility for maintenance.

e) "City" shall mean the City of Mequon, a municipal corporation.

f) "Declarant" shall mean The Green at Mequon, LLC, a Wisconsin limited liability company, as well as any successor-Developer.

g) "Storm Water Facilities Maintenance and Easement Declaration and Agreement" shall mean the agreement between the Developer and the City of Mequon dated January 23, 2023 and recorded on February 6, 2023, Document No. 1145734, a copy of which is attached as Exhibit D.

h) "Developer" shall mean The Green at Mequon, LLC, a Wisconsin limited liability company, as well as any successor-Developer.

i) "Development Agreement" is an agreement made between The Green at Mequon, LLC and the City of Mequon, as recorded on February 6, 2023, as Document No. 1145735 and any amendments thereto.

j) "Development" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the City, and including such contiguous parcels of real estate as may be acquired by Developer from time to time and declared by Developer to be a part of The Green at Mequon, LLC under an instrument executed by Developer and recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.

k) "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or group of persons where three or more are not so related or engaged as household employees.

l) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

m) "Landscape Preservation Easement" shall mean the agreement between the Developer and the City of Mequon.

n) "Lot" shall mean a platted lot within the Development identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time.

o) "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees and vendors but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

p) "Property" shall include a Lot and all improvements.

q) "Section" shall mean all those provisions within a numbered heading of this Declaration.

r) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including skateboard ramps; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

s) "Successor-Developer" shall mean any person, firm or entity which expressly assumes in writing all then remaining obligations of Developer to the City under certain Development Agreements recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 1145735 (as may be amended) relating to development of the Development or portions thereof.

1.02 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Development will

become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within the Development; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to ensure a residential development consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lot; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Development.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTION.

a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.

b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the Board.

c) Each Lot and all front, side, and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot. Developer may, but shall not be obligated to, improve any areas of the Development with grass or plantings or to cut grass or foliage growing in a natural environment.

d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 USE AND MAINTENANCE OF COMMON AREAS: IMPROVEMENTS IN RIGHTS OF WAY.

a) Outlot 1 shall be used as open space for the common benefit of the Development and not for recreational or other activities by any Lot Owner unless previously approv ed by the Board (which approval, if given, may be revoked at any time). Amenities to

benefit the Development as a whole, such as a walking path, will be subject to approval by the Board. Any costs, including maintenance, specific to Outlot 1, will be paid for by the Association. The costs of such amenities and maintenance will be levied by the Association equally against all Lot Owners, other than the Developer, provided, however, that no Lot Owner shall be responsible for costs in excess of such Lot Owner's proportionate share thereof (e.g., if Developer owns six Lots, and a Lot Owner (other than Developer) owns one Lot, the latter shall only be responsible for one-seventh of all such costs). No building or structure will be permitted in this area.

b) Any signs, monuments or structures constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance. No Lot Owner shall erect any Structure or Improvement in the Common Areas.

c) The final subdivision plat provides for dry ponds and biofilters over portions of lots 1, 5, 6, and 7 to serve as storm water control features. An easement is hereby created for the benefit of each lot owner and for the Association to maintain and care for the storm water control features. These storm water control features shall be maintained in accordance with the Development Agreement and the Storm Water Facilities Maintenance and Easement Declaration and Agreement. It is prohibited, without the express written consent from the City Engineer and approval by the City Planning Commission, that future property owners either a) remove any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and b) place landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

d) Upon the initial sale of seven (7) lots of the Development by the Developer and recordation of the final plat of the Development ("Conveyance Event") fee simple title to the common areas should automatically vest in the Association without further action of the Developer and each Lot Owner and Member of the Association acknowledges and accepts delivery of title to the common areas upon the Conveyance Event.

e) Any Improvements located in the public right of way or future public right of way lying contiguous to the Development shall be installed, maintained, and removed by the Association.

1.05 <u>RESTRICTIONS ON USE OF RECREATIONAL VEHICLES.</u>

Recreational vehicles (which shall include snowmobiles, trail bikes, travel trailers and vans, motor homes, dune buggies and other off-street motorized vehicles of any kind) or trucks shall not be parked, kept or stored on any Common Area or undeveloped area of the Development, nor shall any such recreational vehicle or truck be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Such recreational vehicles shall

not be used or operated on any Lot, private road or otherwise within the Development except on dedicated streets in accordance with applicable traffic laws.

1.06 ANIMALS AND PETS.

Unless further restrictions are implemented by the Board from time to time, the right of any Lot Owner to keep pet(s) on any Lot is subject to the City of Mequon ordinances. A pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.07 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by both the Board and the local Fire Chief and/or permit of the City of Mequon.

1.08 DEVELOPER LANDSCAPING: LANDSCAPE PRESERVATION EASEMENT: EASEMENTS; MAINTENANCE BY LOT OWNERS.

a) Developer Landscaping. In order to preserve the natural amenities of the Development and to provide for the enhancement of property values for the benefit of the Development as a whole and for the benefit of each Lot Owner, Developer intends to install landscape improvements as shown on the The Green at Mequon, LLC Landscape Plan by Johnson's Nursery, Inc. and is incorporated herein by reference (hereafter "Developer Landscaping"). The Developer Landscaping may include various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Lots in the Development. The Developer Landscaping also includes the construction of improvements and landscaping for the entranceway to the Development hereinafter referred to as "Entry Landscaping", as shown on the plans and specifications of The Green at Mequon, LLC Landscape Plan by Johnson's Nursery Inc. dated January 18, 2023 and is incorporated herein by reference (hereafter the "Entry Landscaping Plan"). Developer reserves the right to change the Developer Landscaping in its sole discretion. The Developer Landscaping plans are available for review from the Developer until the last Lot of the Development is sold.

b) This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Development, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction of any of the improvements or facilities involved in the Developer Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Developer Landscaping has been completed.

c) Landscape Preservation Easement. The Developer has entered into a Landscape

Preservation Easement with the City of Mequon, which requires, among other things, that certain areas of the Development be preserved for the planting of trees. The tree preservation areas are depicted on the Developer Landscaping Plan by Johnson's Nursery Inc. dated January 18, 2023. This Declaration hereby grants an easement upon, across, over, and through all of the Lots and Common Areas of the Development to establish the tree preservation areas and to allow the Developer and the Association and/or its agents, ingress and egress in order to accomplish the purpose and to perform the terms of the Landscape Preservation Easement. No Lot Owner shall cut or remove any trees located in the tree preservation areas of the Landscape Preservation Easement. The maintenance, care, and replacement of the original trees planted pursuant to the Landscape Preservation Easement shall be the responsibility of the Association beginning one year after planting. The Association shall not be responsible for trees planted in the tree preservation areas which are not part of the original plantings required under the Landscape Preservation Easement. The Association shall be responsible for compliance with the Landscape Preservation Easement.

d) Each Lot Owner affected by the Developer Landscaping shall be responsible for maintaining and repairing the Developer Landscaping. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Developer Landscaping in an attractive condition consistent with the original design of Developer Landscaping.

e) In the event a Lot Owner is unable or unwilling to maintain or repair the Developer Landscaping, or if a Lot Owner causes the removal of trees located in the tree preservation area of the Landscape Preservation Easement, the Association and its agents shall have the right to enter upon said Lot to correct, repair, maintain and restore the Developer Landscaping or to replace trees under the Landscape Preservation Easement. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Developer Landscaping and to fulfill the terms of the Landscape Preservation Easement. The Association shall thereafter have the right to levy a Special Assessment against the Lot Owner involved for the costs of such maintenance and repairs performed by the Association, pursuant to the provisions of Section 3.10 hereof.

f) The Association shall be responsible for maintaining and repairing the Common Areas. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain these areas in an attractive condition consistent with the original design. The dry ponds and biofilters, vegetation, and landscaping in Common Areas shall be maintained in accordance with the terms and conditions of any Agreement affecting the Property. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Common Areas. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 3.10 hereof, provided, however, that no Lot Owner shall be responsible for costs in excess of such Lot Owner's proportionate share thereof

(e.g., if Developer owns six Lots, and a Lot Owner (other than Developer) owns one Lot, the latter shall only be responsible for one-seventh of all such costs).

g) Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA & HEIGHT REQUIREMENTS: GARAGES.

a) Subject to Board approved exceptions, each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios, and storage areas) of not less than:

1) 2,500 square feet for a single-story home; or

2) 3,300 square feet for a home that exceeds a single-story;

The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

b) Each Home shall have a basement with a finished floor area (exclusive of any crawl space) of not less than 60% of the area of the first floor.

c) No Home shall exceed two and one-half stories (excluding the basement).

d) An attached enclosed garage (for at least three and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Garage cannot face the roadway unless it is on an angle and approved by Architectural Control Board.

2.02 LOCATION & SET BACK.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

1) Closer than 30 feet to the front Lot line at any point;

2) Closer than 50 feet to any side street Lot line at any point;

3) Closer than 20 feet to the side Lot line adjoining another Lot at any point; or

4) Closer than 20 feet to the rear Lot line at any point.

Each corner Lot shall be determined by the Board to have one rear Lot line, one side Lot line, one front Lot line and a side street line based on the proposed orientation of the Home and other improvements.

b) Approval by the Plan Commission or building inspector of the City with respect to setbacks or other matters shall not be binding on the Board in any respect.

c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Board prior to any construction, it being intended that the Board may, in its discretion, impose greater or lesser set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Development or any portions thereof which the Board deems advisable.

d) The Board may permit Improvements (other than the Home and garage) to be constructed, installed and located within the set-back areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed Improvement and affording them an opportunity to be heard with respect to the proposed Improvement.

e) No tree may be cut down or removed from a lot unless approved for removal by the Board and/or the City of Mequon Planning Commission.

2.03 APPROVAL OF ARCHITECTURAL CONTROL BOARD REQUIRED FOR ALL IMPROVEMENTS

a) No Home, garage, storage shed, playground equipment, dog kennel or other Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the Board appropriate for its review and approval; and (2) acquisition of prior written approval by the Board. Plans, to be considered appropriate for review by the Board, must include the following (unless the Board advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials, together with paint color samples and brick and stone color samples, and equipment, if any; a plot plan showing the location of the Improvement with respect to set-backs from lot lines and other buildings and Improvements, finished grade elevations, topography, driveways, existing plantings and other data pertinent to such review by the Board as it may reasonably request; and a landscape plan prepared by a landscape architect. The Board shall consider the

following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other Improvement may not be changed in any significant respect without the prior written approval of the Board.

b) Notwithstanding the foregoing provisions and limitations of Section 2.03(a), each Home shall include the following minimum specifications: (1) exteriors of all natural building materials, such as stone, brick, wood, cement or textured engineered wood; (2) finish roof construction of asphalt architectural shingles, Weathered Wood in color, or other materials approved by the Board.

c) Upon approval by the Board of the plans for the proposed Improvement and upon receipt of any necessary City and other governmental approvals or permits, construction or installation of the Improvement may commence and, once commenced, shall be completed as to all exterior items within twelve months following either acquisition of Board approval or issuance of any required building permit by the City, whichever is later. The Board may, in its discretion, extend such completion deadline up to an additional six months in the event it finds the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors.

d) In the event the Board fails to act upon proposed plans within 30 days following written acknowledgment by the Board that it has received such plans and that they are adequate for purposes of its review or, in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Board is required as to such particular matter.

e) Any approval or permission of the Board under this Section, to be binding or effective, must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the Board of any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereon by any Lot Owner.

f) Within 90 days following construction or installation of any improvement, the Lot

Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the Board.

2.04 CERTAIN EXTERIOR FEATURES: With respect to the construction of a Structure on a Lot or other Improvement to a Lot:

a) All residences shall be sided with cement board or engineered siding such as James Hardie Siding, LP Smart Siding or equal.
b) All corners should include 6" trim boards, and all windows shall have a minimum 6" window trim and window grills on all elevations.
c) All garage doors shall be decorative carriage style garage doors with glass inserts, minimum 8' high.
d) All residences shall have a minimum of 225 square feet of natural stone on the front elevation.
e) All residences shall have a roof made of dimensional shingles with a 30 year, or more, warranty; roofs fronting any street or over the garage shall have a minimum pitch ratio of 10:12 with 12:12 being preferred. Standing seam metal accent roof sections are permitted.

2.05 LANDSCAPING & DRAINAGE.

a) At time of Home plan review by Board, a complete landscaping plan for the entire Lot shall be submitted to the Board for its approval under Section 2.03 above. In its discretion, the Board may reject or modify the landscaping plans for overall compatibility with the Developer Landscaping and Entry Landscaping described in Section 1.08 above. All landscaping shall be completed (in accordance with the plan approved by the Board) within 6 months following the issuance of the occupancy permit for the Home.

b) To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water toward adjoining streets, towards ponds and biofilters, and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot Owner.

c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board under Section 2.03.

d) Each Lot Owner is responsible for compliance with the Master Grading Plan as established by the City of Mequon. The future owner/builder who constructs the residence will be responsible for siting the residence, rough and fine grading the building pad to comply with the Master Grading Plan. The developer is not responsible for any topsoil or fill.

e) A minimum of 12 plantings (bushes, shrubs or similar not smaller than 18"), an additional 12 plantings (medium or large sized greater than 24" at time of planting), and

two 2.5" caliper ornamental tree shall be installed along the front of the residence. Both trees planted must be of a hardwood variety and at least 10 feet in height at time of planting. One tree must be planted on each side of the driveway in the front yard of each Lot.

f) Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the residence. Note that other materials are allowable including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil.

2.06 POOLS, SOLAR COLLECTORS, PLAYGROUND EQUIPMENT

a) Pools. Only in-ground pools may be installed on a Lot and only with approval of the ACB. The ACB will be deemed to be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. All swimming pools are subject to all applicable zoning ordinances and building codes. All swimming pools shall be no larger than what would be allowed by the applicable building codes, setbacks and lot area. All swimming pools shall have evergreen-type shrubs at least every four (4) feet of pool perimeter of a type, size and placement as approved by the ACB. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the ACB prior to the start of any swimming pool construction. The exterior swimming pool color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick pavers, decking, sand or stone) shall be approved by the ACB. ACB approval of the placement of swimming pools shall not be construed to conform to the Village or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACB approval does not guarantee or supersede the requirement that proper drainage is maintained in accordance with the Declaration.

b) Solar Collectors. No exterior active solar collectors shall be erected, installed or used unless presented in Drawings and approved by the ACB.

c) Playground Equipment. If a Lot Owner chooses to install a playset of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACB. The playset must be located within the building setback areas as defined on the Plat of the Subdivision. This is meant specifically to prevent Lot Owners from locating swing sets or similar on or near their property line which would otherwise encourage encroachment onto the adjacent Lot Owner's property.

2.076 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with an asphalt, concrete or paving stone driveway extending from the street to the garage within 6 months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall be submitted to the Board for its prior approval under Section 2.03 above.

2.077 CONSTRUCTION MATERIALS - STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Board, unless required for back filling, finish grading, or landscaping

2.08 WATER SUPPLY.

Each Lot Owner shall install municipal water consistent with this Declaration, Development Agreement, and City of Mequon ordinance, and shall be responsible for all fees and charges assessed by the City of Mequon.

2.09 SEWAGE DISPOSAL.

Each Lot Owner shall connect to municipal sewer consistent with this Declaration, Development Agreement, and City of Mequon ordinance, and shall be responsible for all fees and charges assessed by the City of Mequon. A sewer lift station serves the Lot Owners, and the Association is responsible for the maintenance and costs of the sewer lift station.

2.10 GARBAGE DISPOSAL.

Each Home shall be equipped with a garbage disposal connected to the sewerage disposal system. No incinerator or incineration system for burning garbage or debris shall be used or permitted.

2.11 WIRES AND ANTENNA.

a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Board prior to installation.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Board.

2.12 SIGNS, MAILBOXES AND LAMPPOSTS.

a) No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; (2)

one standard sign (showing the Lot Owner's name) as may be approved by the Board for uniform use in terms of size, design, appearance and location for each Lot in the Development; and (3) such signs as the Developer or Board may approve for placement on those Lots affected by the Entry Landscaping for the purpose of advertising The Green at Mequon, LLC Development.

b) Mailbox and lamppost shall be installed at the time owner receives occupancy permit. Lampposts shall be Z-Lite Beacon 93.75" Outdoor Post Light, Black, model 568PHXLR-564P-BK (with photoelectric cell), Mailboxes shall be Whitehall Balmoral, Black, post mounted mailbox package. The cost of lamppost and mailbox including installation is the responsibility of each Lot Owner.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

a) Developer has created and established a non-profit incorporated homeowner's association to be known as "The Green at Mequon Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration.

b) Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

3.02 MEMBERSHIP

a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.

b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING

a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association

may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot.

b) A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

c) There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

d) A Lot Owner shall not be entitled to vote on a matter if any General or Special Assessment against the Lot is then delinquent.

e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES

a) A fee of $500 shall be collected by the Association at each Lot sale or transfer in title to a new member of the association, such fee shall be paid to the Association at the time of closing and transfer of the Property. Payment shall made to the Association and mailed to a third party.

b) The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

c) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List; or by giving of notice by electronic mail if Owner has given prior consent to the Association to receive official notices in this manner. A notice to one co-Owner of a Lot shall be deemed effective notice to all other co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

b) The annual meeting of the Association shall be held in June of each year for the purpose of electing officers and transacting any other business authorized to be

transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a).

c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-third or more of all votes entitled to be call t.

d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

a) Without limitation, the Association shall have the following powers in addition to any others, which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:

1) To levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;

2) To enforce this Declaration;

3) To purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;

4) To enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or improvements therefore;

5) To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

6) To employ the services of any person, firm, or corporation to maintain the Common

Areas, or to construct, install, repair or rebuild improvements thereon;

7) To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8) To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9) To adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and

10) To own the Common Areas and exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

b) The President, together with one other office of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07 ARCHITECTURAL CONTROL BOARD.

a) All Officers of the Association then in office shall be members of the Architectural Control Board and no other person may be a member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office.

b) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, Treasurer and Vice President of the Association to hold office until successors are appointed by Developer or elected by the Association. Except for officers appointed by Developer, a person must be a Lot owner or co-Owner of a Lot in order to be eligible to serve as an officer and member of the Board.

c) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time by Developer and a successor may then be appointed by Developer.

d) Vacancies in any officer position and on the Board (caused other than by removal under Section 3(c) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

e) Any annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

f) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

g) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

h) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

i) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

j) Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

k) The Board may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

l) Indemnification. Each member of former member of the ACB, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of

negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

3.08 OFFICERS.

a) The Officers of the Association shall be:

1) A President, who shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

2) A Secretary, who shall: be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

3) A Treasurer, who shall: be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

4) One or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one or more Vice Presidents. A Vice President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 MANAGEMENT OF ASSOCIATION BY THE BOARD.

a) Association and its business, activities and affairs shall be managed by the Board (which shall consist of all the officers of the Association). The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as 100 percent of all present and future platted Lots in the Development have been sold and fee simple title conveyed by Developer (at which time, all officers of the Association shall be elected by the members of the Association).

b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

c) No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the Association for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

e) All decisions of the Board on any matter (including, without limitation, decisions under Section 2.03) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.10 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments, which shall be made against the Lot Owners and their Lots. The Board may, at any time, levy assessments for such purposes against the Lot Owners and their Lots.

b) "Special Assessments" may be made and levied by the Board against a particular Lot

Owner (other than the Developer) and his, her or their Lot (without levying against other Lots) for:

1) Costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner, owner's builder, landscape contractor or the family or guests of the Lot Owner;

2) Costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

3) Interest due on General or Special Assessments; and

4) All other costs and expenses anticipated or incurred by the Association, which are subject to Special Assessments as provided under this Declaration.

c) "General Assessments" may be made and levied by the Board equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

1) Maintenance, repairs, upkeep or operation of the Entry and Cul De Sac Islands, Common Areas, tree preservation areas of the Landscape Preservation Easement, detention ponds, biofilter ponds, lift station and any additional Common Areas or amenities (such as any contiguous real estate) as may be acquired by the Association;

2) Any insurance maintained by the Association;

3) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

4) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

5) Costs and expenses for additional improvements to Common Areas beyond those installed by Developer;

6) All items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

7) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

8) Costs and expense of services, if any, made available to all Lots and/or for any Common Areas;

9) All other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot including those owned by the Developer, however Developer's share shall not serve as a lien on any Lots owned by Developer.

d) The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

e) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the co-Owners of the Lot.

3.11 PAYMENT OF ASSESSMENTS.

a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

b) All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

c) Notwithstanding any other contrary provisions of this Declaration, a General Assessment equal to $513.00 for each Lot shall be due and payable quarterly, on January 15, April 15, July 15 and October 15 of each year, by each Lot Owner, other than the Developer, commencing with the first quarterly payment date following acquisition of the Lot by the Lot Owner. A late fee of $25.00 shall be assessed

against each Lot Owner for each month or part of a month such Lot Owner shall be delinquent in the payment of the quarterly payment. The amount of the General Assessment, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board, but shall not be adjusted until all of the Lots of the Development have been sold by the Developer. An initial General Assessment of $500.00 is due at closing on the sale of each Lot to fund operating expenses of the Homeowners Association.

3.12 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All General and Special Assessments which are not paid when due: shall bear interest at 12 percent per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action of law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Development of the delinquency of any Lot Owner.

c) Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

3.13 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Development

shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

c) Rules and Regulations shall be enforced by the Board but may not be enacted amended, or repealed by the Board.

3.14 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any Kind.

3.15 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Ozaukee County, Wisconsin.

3.16 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.03(c), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any

such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.03(c) unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Development or for purposes of facilitating drainage of storm or surface water within or through the Development. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Development to persons other than a successor-Developer.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the office of the Register of Deeds for Ozaukee County, Wisconsin, a document to that effect executed by the owners of at least 100 percent of all Lots in the Development, and their mortgagees, with all signatures duly notarized. Such amendment shall become effective only upon recording. Notwithstanding the foregoing provisions of this Section 4.04, Developer may amend this Declaration without the consent of any of the Lot Owners solely to effect an expansion of The Green at Mequon, LLC Development to include contiguous parcels of real estate as may be acquired by Developer from time to time.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 20 years (from

the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be renewed for a successive period often (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Owners of at least 100 percent of all Lots in the Development and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 20-year term, whichever occurs later.

4.06 DISCLAIMER.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Development not already platted as of the date of recording this Declaration. If Developer fails to cause all such unplatted portions of the Development to be duly platted within 7 years from the date of recording of this Declaration, Developer's exclusive right to appoint the officers of the Association shall terminate.

4.07 INTERPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any Structure or engages in any activity not clearly authorized under these Declarations or approved in writing by the Board.

4.08 EXCLUSION FROM INSURANCE COVERAGE. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

IN WITNESS HEREOF, this Declaration of Restrictions is executed by The Green at Mequon, LLC, as Developer, as of the date first written above.

THE GREEN AT MEQUON, LLC, a
Wisconsin Limited Liability Company

By: _____
Michael J. Perlewitz, Managing Member

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me, this 12th day of July, 2024, the above-named Michael J. Perlewitz, to me known to be a managing member of The Green at Mequon, LLC, who executed the foregoing instrument and acknowledge the same on behalf of said company.

PATRICIA VAN EIMEREN NOTARY PUBLIC STATE OF WISCONSIN

Patricia VanEimeren
Notary Public, State of Wisconsin
My Commission Expires: 02-06-2027

This Instrument Drafted By:
Attorney Brandon G. O'Bryon
O'Bryon Law Firm, LLC
N95W16975 Falls Parkway Ste. 3
Menomonee Falls, WI 53051
(262) 293-2128 | brandon@obryonlawfirm.com

RETURN TO;

MICHAEL J. PERLEWITZ $30
W177 N11468 BLACKSTONE CR.
GERMANTOWN, WI 53022

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 13; thence S89°11'22"W along the South line of said Southwest 1/4, 419.76 feet to the point of beginning of lands to be described; thence continuing S89°11'22"W along the South line of said Southwest 1/4, 545.46 feet; thence N0°48'38"W at right angles to said South line, 929.95 feet to the center of W. Freistadt Road; thence N47°30'22"E along the center of W. Freistadt Road, 622.71 feet; thence N88°39'47"E along said center of W. Freistadt Road, 92.14 feet to the Northwest Corner of Parcel 2 of Certified Survey Map No. 48, recorded in Volume 1 on page 99 of Certified Survey Maps; thence S0°18'37"E along the West line of said Parcel 2, 1344.96 feet to the point of beginning.

Said Parcel containing 644,757 sq. ft./14.802 acres of land to centerline of road, more or less.