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DEED RESTRICTIONSFor North Shore Heights

THIS DECLARATION, made this 20 day of February, 1967, by OZAUKEE INVESTMENT CORP., a Wisconsin corporation, hereinafter called the "Developer",

WITNESSETH:

WHEREAS, the Developer owns the subdivision platted as "North Shore Heights" (hereinafter called the "subdivision"), and desires to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of the owner of the Subdivision.

NOW THEREFORE, the Developer hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage. "Association" shall mean the North Shore Heights Homes Association, Inc. "Lot" shall mean each platted residential lot in the Subdivision, but shall not include any platted outlot.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration:

North Shore Heights, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that the Subdivision and the remainder of the Developer's property surrounding it will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by the Developer and the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other

than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee, or, in the case of non-residential structure, unless such Committee or representative shall have waived in writing the right to give such approval.

2.4 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.5 Building Location. In lieu of predetermined setbacks and offsets, a building may be located anywhere on a lot where expressly approved by the City of Mequon Plan Commission pursuant to the procedures hereinafter mentioned. The Developer may apply for such approval by submission of an overlay to the plat of the Subdivision showing the buildable area of all or certain of the lots, and appro-

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val of such overlay shall constitute approval of the location of buildings to be constructed within the buildable area so shown. In the absence of approval in such manner, there shall be submitted to the Plan Commission a Site Plan showing the precise location of each building or structure. The Plan Commission may delegate its building location approval to such responsible agent as it may see fit.

2.6 Landscape Architectural Control. Within one year after any home is physically occupied, a landscape plan showing the proposed development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval. Within six months after the landscape plan shall have been approved by said Committee, provision shall be made for adequate surface drainage and the prevention of erosion and also no less than one-fifth of the proposed plant material by volume shown on the approved landscape plan shall be installed.

2.7 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted.

2.8 Effect of Approval. Upon approval of the building plans, specifications and the plot plan by the Architectural Control Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within one year after the last such approval has been given. In the event said Committee, or its designated representative, fails to act upon said plans and specifications within thirty days after submission, or, in any event, if no suit

to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

2.9 Maintenance of Open Space. If the North Shore Heights Homes Association, Inc. shall fail to maintain the outlots of the Subdivision conveyed to it by warranty deed dated concurrently with these restrictions, or if said Association shall no longer cease to have the legal duty to maintain such outlots, the owners of the lots in the Subdivision platted for residential building sites shall be jointly responsible for the maintenance of such outlots. If such owners shall thereafter fail to maintain such open space, the City of Mequon is authorized to give them written notice requiring them within 30 days thereafter to provide the required care or to give evidence satisfactory to the City of their willingness to provide such care. Should said owners fail to do so, the City shall have the right to provide the required maintenance and to include in the tax bill for each platted residential building lot in North Shore Heights a proportionate share of the cost of such maintenance.

2.10 Maintenance Duties and Easements. When a building in conformity with the foregoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing or otherwise maintaining it. When the eave or some other part of such building, but not its base extends to the lot line, then the owner of the adjoining lot shall have the right and obligation to maintain the area between the base of the building and that

part of the common lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purposes of this paragraph.

2.11 Nuisances. No noxious odors shall be permitted to escape from any home, lot or building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any home, lot or building site.

2.12 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten feet back from the lot line.

2.13 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.14 Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.15 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other

waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

2.16 Sewage Disposal. Each home shall be connected with the municipal sewer system and no septic tank or individual sewage system shall be permitted.

2.17 Antennae. No external television or similar aerial shall be erected without the prior approval of the architectural control committee.

2.18 Nonliability of City. The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have no right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified or repealed without the consent of the Common Council of the City of Mequon.

ARTICLE III

Architectural Control Committee

3.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-laws of the Association.

3.2 Procedure. Any approval required by this Declaration to be obtained from the Committee shall be in writing. Promptly after acting upon any request for approval presented to it, the Committee shall in writing notify the person submitting such request of its

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determination. In the event said Committee, or its designated representatives, fails to act upon said plans and specifications within thirty days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval. Upon request the statutory registered agent of the Association shall furnish a written statement of the name and address of the person to whom plans, specifications and request for approval may be submitted for consideration by the Committee. Submission of plans, specifications and requests for approval to the person so designated by the registered agent shall constitute submission to the Committee for all purposes under these Declarations, or, if the registered agent shall fail to make the aforementioned designation, submission of plans, specifications and requests for approval to the registered agent shall constitute submission of the same to the Committee for all purposes under this Declaration.

ARTICLE IV.

Charges, Assessments and Special Assessments

4.1 General Annual Charge. All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that

purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of 6% per annum from February 1 of such year until paid in full.

4.2 Assessments to Obtain Compliance with Restrictions. All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot, and for caring for vacant, unimproved or unkempt lots and removing weeds, grass or any other unsightly or undesirable objects therefrom.

4.3 Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments levied by the Association pursuant to this Article IV, which are unpaid by February 1st of the year in which due, and any charge levied by the City for maintenance of the open space pursuant to Section 2.9 hereof, which charge is not paid at the due date specified by the City in its statement therefor, shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the exclusive right and power to collect or enforce the collection of all charges, annual assessments and special assessments imposed by it by reason of this Article IV, and

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shall have the exclusive right to bring any and all actions and proceedings for the collection thereof and for the enforcement of liens arising therefrom. Any liens securing unpaid charges, assessments or special assessments arising by virtue of this Article IV shall be subject and subordinate to the lien of any mortgage, whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall prevent or impede the collection of lawful charges, special assessments and similar taxes by the City.

ARTICLE V

5.1. Term. This Declaration shall run with the land and shall be binding upon all persons claiming under Developer for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of the lots subject hereto for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.

5.2. Amendment. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows: (a) So long as Owners continue to own any of the lots subject hereto, such instrument shall be executed by Developer and the owners of at least 60% of the lots subject hereto which are not owned by Developer; and (b) after Developer no longer owns any of the lots subject hereto, by the owners of at least 90% of the lots subject hereto.

5.3 Enforcement. Initially the Association shall have the sole right to enforce the provisions hereof, which it may do by proceedings at law or in equity, either to restrain or to recover damages for any violation or attempted violation of any provision of this Declaration, or for both such remedies. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation and the Association shall fail to act within a period of thirty days thereafter or shall refuse such petition in writing, then such petitioner may within a period of six months after filing such petition commence an action or proceeding based upon any injury to his individual rights arising from the violation or threatened violation described in such petition.

5.4 Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed by its proper officers, thereunto duly authorized to evidence that its rights in the premises shall be subject hereto, and the mortgagee of the premises affected hereby has hereunto set his hand and seal, his wife has similarly executed this instrument to release dower rights to the extent necessary to give effect hereto, on the date first above written.

Witnesses as to Robert W.
Hoag and Thomas G. Moeller

OZAUKEE INVESTMENT CORP.

By:

Robert W. Hoag
Robert W. Hoag, President

Thomas G. Moeller
Thomas G. Moeller, Secretary

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Witnesses as to Thomas G.
Moeller and Delores Moeller

Robert J. Hoag
Robert J. Hoag

Thomas G. Moeller
Thomas G. Moeller

Delores Moeller
Delores Moeller

Witnesses as to James F.
Egan and Walter M. Andersen

James F. Egan
James F. Egan

FOR THE COMMON COUNCIL

By:

James F. Egan
James F. Egan, Mayor

Walter M. Andersen
Walter M. Andersen, City Clerk

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me this 20 day of February, 1967,

Robert W. Hoag, President and Thomas G. Moeller, Secretary of the
above-named OZAUKEE INVESTMENT CORP., to me known to be the persons
who executed the foregoing instrument and to me known to be such

President and Secretary of said corporation, and acknowledged that
they executed the foregoing instrument as such officers as the deed
of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: IS PERMANENT

220161

STATE OF WISCONSIN)
) SS
 MILWAUKEE COUNTY)

Personally came before me this 20 day of February, 1967,
 the above-named Thomas G. Moeller and Delores Moeller, his wife,
 to me known to be the persons who executed the foregoing instru-
 ment and who acknowledged that they executed the same as their own
 free act and deed.

Ray F. Arndt
 Notary Public, State of Wisconsin
 My commission expires: 12/31/68

STATE OF WISCONSIN)
) SS
 MILWAUKEE COUNTY)

Personally came before me this 16 day of February, 1967,
 the above-named James F. Egan, Mayor, and Walter M. Andersen,
 City Clerk of the City of Mequon, to me known to be the persons
 who executed the foregoing instrument, and to me known to be such
 Mayor and City Clerk of said City of Mequon, and acknowledged that
 they executed the foregoing instrument as such officers as the
 deed of said City, by its authority.

Lucille E. Schiele
 Notary Public, State of Wisconsin
 My commission expires: 5/5/68

This instrument was drafted by Roy W. Arndt
 of Honeck, Mantyh & Arndt.

REGISTER'S OFFICE
 OZAUKEE COUNTY, WIS.
 Received for record this 26 day of
JAN. A. D. 19 68, at 3:46 o'clock
P. M. and recorded in Vol. 228 of
RECORDS on page 599-611
Lucille E. Schiele
 Register of Deeds
 Deputy