Highlander Estates, LLC.

Homeowners Association Documents

Mequon, WI

1035080
RONALD A. VOIGT
OZAUKEE COUNTY
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DECLARATION OF PROTECTIVE COVENANTS OF HIGHLANDER ESTATES SUBDIVISION

MEQUON, WI

This Declaration of Protective Covenants of Highlander Estates Subdivision (this "Declaration") is made and entered into by Highlander Estates, LLC, a Wisconsin limited liability company ("Declarant").

RECITALS

Declarant owns certain real property known as Lots 1 through 36 and associated Outlots of Highlander Estates Subdivision, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Name and Return Address:
Highlander Estates, LLC
c/o Neumann Companies
N27 W24075 Paul Court, Suite 200
Pewaukee, WI 53072

PIN: 14-028-03-005.00 ;
14-028-04-007.00 (part of)

Now, therefore, Declarant, as fee owner of such property, by this Declaration; (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

The general purpose of this Declaration is (1) to promote the harmonious development of Highlander Estates subdivision into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that the subdivision will become and remain an attractive community; (3) to guard against the erection of poorly designed or proportioned structures; (4) to require harmonious use of materials; (5) to promote the highest and best residential development of the subdivision; and (6) to require the erection of attractive residences in appropriate locations on building sites; and (7) to be in compliance with Municipal codes and ordinances, and (8) to provide for the expansion of the subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" or "HOA" shall mean Highlander Estates Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 ACC. The "ACC" shall mean Architectural Control Board as established by the Declarant.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.5 Building. A "Building" shall be any freestanding structure located in the Subdivision. A "dwelling" or a "residence" is a Building intended for occupancy in accordance with Section 6.1.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Areas. The "Common Areas" shall consist of easements, outlots, Amenity Area Lot, and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office.

1.8 Common Improvements. The "Common Improvements" consist of all personal property, fixtures, structures, improvements, sign and real estate on the Property generally identifying the Subdivision, including, but not limited to, Storm Water Facilities, Landscaping, Utilities, Structures or other improvements made by the Developer or Association in the Common Areas, cul-de-sac islands and medians.

1.9 Declarant. The "Declarant" shall mean Highlander Estates, LLC and its successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

1.10 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.11 Director. A "Director" shall mean a member of the Board.

1.12 Drawings. The term "Drawings" is shall mean the documents prepared to depict proposed modifications and/or additions as further defined in Section 2.1(b).

1.13 Easement. An "Easement" shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner or another party for a limited purpose and

shall be identified as shown on the Final Plat. Owner shall not build plant or create any obstruction on, over, under or through an easement, except as consistent with the express, written grant of easement rights.

1.14 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.15 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.16 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.17 Municipality. "Municipality" or "Municipal" shall mean the City of Mequon, Wisconsin.

1.18 Natural Materials. "Natural Materials" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not limited to wood, cement board, brick, stone, plaster or other as determined by the ACC. Specifically excluded in this definition shall include, but not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other as determined by the ACC.

1.19 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.20 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.21 Pet. A "Pet" is a domestic dog, cat or other customary household pet that is not kept for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.22 Plat. A "Plat", "Plat of Subdivision", or "Final Plat" is the plat of the Property dated the 30th day of June, 2016 recorded with the Register's Office as Document No. 1035067.

1.23 Property. The "Property" shall mean the real estate now (or hereafter) subject to this Declaration, as described on Exhibit A (including such real estate an may be added by Declarant pursuant to this Declaration) and all Buildings and other improvements constructed or to be constructed thereon.

1.24 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Ozaukee County, Wisconsin.

1.25 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.26 Storm Water Facilities. "Storm Water Facilities" are private storm water basins installed in outlots and easements as shown on the Final Plat.

1.27 Storm Water Facilities Maintenance & Easement Declaration and Agreement. The "Storm Water Agreement" shall be the agreement dated the 28th day of July, 2015 and recorded with the Register's Office on August 8th, 2015 as Document No. 1022933 as entered into between Declarant and Municipality for the maintenance, access and upkeep of the Storm Water Facilities.

1.28 Subdivision. "Subdivision" shall mean all of the Lots and Outlots as shown on the Plat of Highlander Estates Subdivision.

1.29 Subdivision Documents. The "Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.30 Amenity Area. The "Amenity Area" may be created in future expansions of the Subdivision and shall be located in an Outlot. The improvements thereon shall generally be located in the center of the Subdivision. The Amenity Area shall be a Common Area and the improvements shall be Common Improvements maintained by the HOA.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC members shall be appointed by Declarant and shall not be required to be Owners. After the earlier of (i) the date by which Declarant conveys to purchasers 100% of the then existing Lots and occupancy has been granted for a residence on each Lot; or (ii) ten (10) years from the date of recording of the Declaration, the initial members of the ACC shall resign and the Board shall elect the three (3) members from the Owners of then existing Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings (defined below) for the initial construction of a residence on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For purposes of this section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (i) above.

(b) No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(1) commencement of construction of any Building or other improvements or alteration on any Lot, or

(2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or

(3) the demolition of any Building or other improvements on any portion or portions of such property, or

(4) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property, or

(5) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent as approved by the ACC for the particular submission, ("Drawings") showing:

(A) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, residences, garages and fences or other matters proposed to be erected or reconstructed on such property,

(B) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(C) the proposed landscaping, including any fences or walls, and

(D) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall reflect the proposals in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

Note that the Municipality may require permits prior to proceeding with the development activities for the items listed above.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees as provided in Section 2.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified in Section 2.5(n).

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (b) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances shall not be binding on the Municipality.

(g) Uniformity Standards. Certain standards of architectural control are set forth in Sections 2.2 through 2.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

(h) Indemnification. Each member or former member of the ACC, 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.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 30" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements.

(a) Only one single-family residence may be constructed on each Lot. The following types of residences on Lots shall have the following minimum sizes:

Residence Type	Minimum Size
One story	2,000 square feet
More than one story	2,200 square feet

(b) For purposes hereof, "more than one story" includes residences referred to as one and a half story, two-story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway. Each residence on a Lot shall have an attached garage for not less than 2 cars attached to the residence containing a minimum of 440 square feet. Driveways shall be paved with asphalt or concrete within twelve (12) months of obtaining an occupancy permit for the residence.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) Residences shall be sided with Natural Materials and, at a minimum, the front elevation shall include an accent material such as stone or brick; such masonry treatments must not terminate at an outside corner. An exception to this Natural Material requirement is that fascia and soffit may be aluminum, painted to match the exterior color.

A design which incorporates an accent material such as stone, brick or stucco on the front elevation only, may be permitted if it is used sparingly and only to establish a focal point of interest to the design of the structure.

All garage doors facing a street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar, raised panels shall not be considered decorative. Window and door wraps and corner boards shall be at least 4" nominal in width and used on all locations except on windows with shutters.

(b) A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 8:12 or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(c) All fences are subject to review and approval by the ACC and are subject to all applicable Municipal ordinances, governmental easements and building codes. No fences shall be greater in height than forty-eight (48) inches and shall be constructed of wrought iron, quality wood or, if approved by the ACC, vinyl fencing that simulates wood; and shall be maintained in a satisfactory condition at all times. Chain-link or stockade fences are not allowed. No fences shall be permitted in the front yard area except for decorative wood or stone type fences in the areas of the corner of each Lot. Patio screening shall be allowed so long as it does not exceed 6' in height. Fences commencing from rear of building must conform to the height and setbacks as described herein. On corner lots, side-yard fences cannot extend beyond the building setback line. Fences shall be installed no closer than one foot from any property line. Any fence placed on a public easement area, right of way, or Common Area is done so at the owner's own risk and

expense. Invisible electronic underground dog fences will be allowed if the dog(s) being fenced obeys the signal. If, at any time, the dog(s) come out of the yard unleashed, the Owner may be fined a minimum of Twenty–Five and No/100 Dollars ($25.00), or as determined by the Association. In addition, the Association may require the Lot Owner to put up a standard fence at the Association's discretion.

(d) The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a residence because such residence would be similar in appearance to other residences in close proximity as determined by the ACC.

(e) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the residence.

(f) No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a Lot must conform to grading plans approved by the Municipality.

(g) Only in-ground pools may be installed on a Lot and only with approval of the ACC. Above-ground pools shall not be allowed. The ACC 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 Municipal zoning ordinances and building codes. All swimming pools shall be no larger than what would be allowed by the applicable Municipal 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 ACC. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the ACC 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 ACC. ACC approval of the placement of swimming pools shall not be construed to conform to the Municipal or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACC approval does not guarantee or supersede the requirement that proper drainage is maintained in accordance with the Declaration.

(h) Mailboxes & Lamppost:

(1) Mailboxes: The term "mailbox" shall mean the post and mailbox combination. Each Owner, or Owner's contractor, shall purchase and install a mailbox in a style and from a manufacturer approved by the ACC from time to time. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the U.S. Postal Service. If any mailbox is damaged, destroyed, stolen, or any other adverse effected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner's expense. A mailbox that is replaced with a different model/manufacturer than originally installed must obtain the approval of the ACC. Each Owner is responsible to conform to USPS installation requirements.

(2) Lamppost: The term "lamppost" shall mean the post and lantern combination including lamps and other devices. Each Owner is required to purchase, install and energize a front yard lamppost in a style and from a manufacturer approved by the ACC from time to time. The lamppost shall be purchased and installed by Owner, or Owner's contractor, and shall be operational before occupancy. The lamppost must be located in the front yard, generally 10 feet from the edge of the driveway and no more than 15 feet from the front of the house or sidewalk, on the front door side of the driveway and fitted to use a lamp type as specified by the manufacturer or as designated by the ACC. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls.

(3) Each Owner shall maintain its mailbox and lamppost in good condition and working order. If an Owner does not install or maintain, the Association may install, repair, replace, or maintain as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in subsections may be assessed to an offending Owner or other method as outlined in Article 4.

(2) If Declarant, in its discretion, installs any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(i) All utilities servicing the Lot shall be installed underground.

(j) No exterior active solar collectors shall be erected or installed unless approved by the ACC.

(k) All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

(l) Each Owner shall be permitted to erect a single dog kennel on their lot subject to the following provisions:

(1) The dog kennel shall be approved by the ACC prior to any construction activities. NOTE: Approval may be denied solely based on harmony of external design as determined by the aforementioned approving authority. All approvals must be in writing.

(2) The dog kennel shall comply with all Municipal and County ordinances and codes. Municipal authorities should be contacted under separate application for approval as an approval by the ACC does not constitute an approval from any municipal authority.

(3) The dog kennel shall be directly adjacent to a single family home or attached garage and shall adhere to all setbacks and other restrictions as detailed on the Plat and in corresponding zoning regulations.

(4) The dog kennel shall be constructed of wood fencing or black vinyl-coated chain link fencing. No other fencing material is permitted. Fencing shall be maintained in a satisfactory condition at all times.

(5) The dog kennel shall not be taller than six (6) feet in height or have a footprint larger than one hundred (100) square feet.

(6) The dog kennel shall be set back at least ten (10) feet from any property line and shall not extend more than ten (10) feet from the adjacent single family home or attached garage. ACC may require a certified survey of homeowner's property boundaries at Owner's expense.

(7) Significant additional landscaping may be required.

(8) Owners shall maintain the cleanliness and appearance of a dog kennel. Residents are put on notice that at any time, with 24-hour notice, a representative of the Association may inspect the dog kennel to verify its cleanliness and compliance with this Declaration.

(9) Association reserves the right to take whatever action is necessary to ensure dog kennels are clean and in compliance with this Declaration, including the removal of noncompliant dog kennels. Individual Owners will be responsible for all costs incurred by the Association in cleaning, maintaining, or removing a dog kennel.

(10) It is the responsibility of dog owners to ensure their dogs do not violate the County's noisy animal ordinance, if any.

(m) Playground Equipment. If a Lot Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances.

(n) Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "Master Grading Plan") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) A minimum of; 10 plantings along the street-side of the home (bushes, shrubs or similar) shall be planted in the front of the residence, near but not within the street right of way, in additional to the street trees as installed by Declarant.

(1) Declarant has planted trees along the ROW in front of each Lot (known as "Street Trees") in accordance with the municipal requirements. As such, there are no tree requirements for a Lot in addition to the Street Trees as planted by the Declarant. Each Owner shall maintain the Street Trees located in front of their lots. If an Owner does not maintain, the Association may maintain or replace

as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association.

(2) 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 or, in the case of winter occupancy outlined in item (iii) below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil.

(3) Additional Requirements: If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Wis. Stats. Sec. 66.0627.

(4) This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to the mid-October.

(c) Irrigation systems for lawns and planting beds, if installed, shall utilize Irrigation Controllers and components that conform to the EPA "WaterSense" criteria. Controllers shall be TORO Evolution Series equipped with a Precision Soil Sensor and Rain Sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. Other manufacturer products, with similar features, may be submitted to the ACC for consideration as "or equal" products.

(d) Plantings in the public and private easements should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal Codes and Ordinance, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of

and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of 100% of the then existing Lots and occupancy permit granted for all Lots; or (3) Declarant's election to waive its rights to control. For purposes of this section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (2) above. If Declarant adds additional real estate to the Property in accordance with Section 11.2, then for purposes of (2) above, the calculation of "100% of the then existing Lots" shall include any proposed Lots on the additional real estate.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments. In addition to the Lot purchase price, each Owner agrees to deposit with the Association at each closing on a Lot, Two Hundred Fifty Dollars ($250.00) as an initial assessment. The Association shall also have the power to levy an annual assessment against each Lot in the Subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association, including cost to operate the Amenity Area improvements, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31 of each year. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may delegate authority to assess and collect any assessments to a third party. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied, or (b) fines on particular Owners for the purpose of collecting any amounts due the

Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable on March 31 or as determined by the Board from time to time and set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in a Rule.

4.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees and shall be prohibited from use of the Amenity Area. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 3.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. 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 (including the Amenity Area, if any) 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 on the lot and within the ROW, snow/ice removal from driveways and, if any, sidewalks in the ROW, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow/ice removal from walking paths and improvements, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same. The Association shall also be responsible for the indemnification identified in Section 6.4 regarding waste disposal.

5.3 Municipal Responsibility. The Municipality shall have no responsibility under this section. However, should the HOA or Owners fail to maintain the Common Area as set forth herein, the Municipality, after proper notice to the HOA, may perform or cause such maintenance to be accomplished and shall invoice the HOA for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs plus an administrative fee may be apportioned among the Owners of all Lots in the subdivision and placed on the tax bill of each Lot. The municipality shall have access rights to all Common Areas of the subdivision and Amenity Area.

5.4 Alterations & Maintenance. The Declarant, on behalf of the HOA, received approval for the Open Space plans from the municipality; the landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Common Areas associated with an Open Space plan may not be removed or substantially altered without written approval by the HOA and the Municipal Engineer and the Municipal Plan Commission, as may be required. Maintenance and minor alterations of these improvement are allowed, which includes the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to report any un-authorized use within the Common Areas or Common Improvements to the local police department or HOA. Declarant and or the Municipality are able to provide a copy of the Open Space plans upon request by the HOA.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes. In the case of home-based business, a home-business shall be approved by the ACC. A home-business shall only be approved if the home-business has no (zero) employees, outside immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes 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. Except with respect to the Amenity Area, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.2 Pets.

(a) Except as provided below, the Owner or Occupant may keep no more than three (3) pets per Lot on the conditions that:

(1) the pet is not permitted on any of the Common Areas while unattended or unleashed;

(2) the owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board;

(3) the pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances;

(4) no reptiles or un-caged birds shall be permitted; and

(5) the pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 6.2 or any Rules adopted relating to pets. Possession of pets shall not be considered a property right.

(b) If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or enclosure will require approval prior to installation under Section 2.1 and Section 2.5(q). Any and all costs of repairing damage caused by a pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the pet or other animal is housed.

(c) No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than 24 consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (1) in a garage, (2) in the case of recreational vehicles, commercial vehicles, campers,

trailers, and boats, outside of a garage for no longer than one twenty-four hours in a one week period; or (3) outside parking on a case by case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied residence shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 3.5 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the WH Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or

rules, including but not limited to, Municipal ordinance and those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The storm water facilities are located in commonly owned outlots as shown on the Final Plat and are Common Elements maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builder's Association (the "MBA") Parade of Homes or similarly titled event in which members of the public are invited to inspect at one time, a number of Lots improved with Dwelling Units constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Non-parade Dwelling Units may not be open during the Parade of Homes. Unbuilt Lots may be used for Parade of Homes parking by Declarant. No home or Lot shall display any signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes except those signs allowed in accordance with the MBA's rules and regulations. If the Lot Owner fails to participate in the Parade

of Homes after agreeing to do so, Lot Owner shall reimburse the Declarant for any discounts, including but not limited to Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant may construct improvements on an Outlot in future expansions of the Subdivision. These improvements may encompass various recreational amenities such as playground equipment, walking paths, structures, activity fields and other features as determined by the Declarant. If and when the initial improvements are completed, they with be Common Improvements under the responsibility and control of the Association and Association. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Common Improvements to the extent determined necessary or advisable by the Association and shall include these costs in the annual budget.

7.5 Common Areas.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other

for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from 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 coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of no less than sixty seven percent (67%) or more of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant. Moreover, Declarant also reserves the right to unilaterally change and amend the Declaration until one (1) year after 100% of the then existing Lots have been sold to an Owner intending to reside thereon and occupancy permits granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association or Lot Owners for purposes of easements and/or other items necessary for the orderly running and maintaining the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved may require the approval by the Municipality.

9.2 Procedures. Except with respect to a Declarant amendment, Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the County Register of Deeds Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home".

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line, except for the Public Access easement provided for in Section 7.3, (which may be up to 20 feet), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale".

11.2 ADDITION TO OR SUBTRACTION FROM THE SUBDIVISION. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time subject additional real estate to this Declaration by recording this document against such real estate and such additional real estate shall then be a part of the Subdivision from and after the date of such recording. The additional real estate shall be located in the Municipality when added to the Subdivision and shall be adjacent to the Subdivision. Declarant shall add the additional real estate to the Subdivision by recording with the Register of Deeds for the County one or more amendments to this Declaration, with each amendment setting forth the legal description of the additional real estate thereby added to the Subdivision. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by an appropriate recorded document, remove land from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the then Lot Owner of such land. Upon such addition or subtraction, Declarant will provide a revised annual Budget and annual assessments. Any assessments prior to the addition of the new real estate, will be pro-rated and adjusted by the Association accordingly. Each Lot Owner in the additional real estate shall have the same rights and obligations as if such Lot Owner was a Lot Owner under the initial Declaration. All Lot Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Lot Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law,

or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 4.1. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners. The easements granted to the Owners may include, but are not limited to, the public access provided for in Section 7.3 above at such time as development of the property to the east necessitates the same.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of not less than 90% of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the County Register of Deeds. In the event the Owners decide to terminate the HOA, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, may need to be presented and approved by the Municipality prior to such termination.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

Executed on the 29th day of June, 2016.

HIGHLANDER ESTATES, LLC

By: Neumann Companies

its Sole Member

By: _____

Kevin Anderson, authorized agent

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 29 day of June, 2016, the above named Kevin Anderson, Authorized Agent of Neumann Companies, sole member of Highlander Estates, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

WENDY GRIFFIN
Notary Public
State of Wisconsin

_____
Name: _____
Notary Public, State of Wisconsin
My commission expires: 2/5/17

This instrument was drafted by:

Name: Kevin Anderson
Neumann Companies.
N27 W24075 Paul Court, Suite 200
Pewaukee, Wisconsin 53072

1059823 - 1

8335093
Tx:4289348

1059823
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
01/15/2018 9:37 AM
REC FEE: 30.00
PAGES: 6
EXEMPT #:

Document Number

THIRD AMENDMENT TO THE

DECLARATION OF PROTECTIVE COVENANTS OF HIGHLANDER ESTATES SUBDIVISION

Document Title

Recording Area

Name and Return Address:
Highlander Estates, LLC
c/o Neumann Developments Inc.
N27 W24025 Paul Court,
Suite 100,
Pewaukee, WI 53072 $30

PIN

This Third Amendment to the Declaration of Protective Covenants of Highlander Estates Subdivision (the "Third Amendment") is made this 10th day of January, 2018, by Highlander Estates, LLC ("Declarant"), a Wisconsin limited liability company.

RECITALS

A. Highlander Estates, LLC created that certain Declaration of Protective Covenants for Highlander Estates Subdivision dated June 29, 2016 and recorded on July 01, 2016 as Document No. 1035080 in the office of the Register of Deeds of Ozaukee County, Wisconsin (the "Declaration"), and

B. Highlander Estates, LLC created that certain First Amendment to the Declaration of Protective Covenants for Highlander Estates Subdivision dated July 15, 2016 and recorded on July 15, 2016 as Document No. 1035773 in the office of the Register of Deeds of Ozaukee County, Wisconsin (the "First Amendment"), and

C. Highlander Estates, LLC created that certain Second Amendment to the Declaration of Protective Covenants for Highlander Estates Subdivision dated December 06, 2016 and recorded on January 04, 2017 as Document No. 1044555 in the office of the Register of Deeds of Ozaukee County, Wisconsin (the "Second Amendment"), and

D. The Declaration encumbers certain real property located in the City of Mequon, Ozaukee County, Wisconsin (the "City") as more fully described on Exhibit A attached hereto (the "Subdivision"); and

E. The Declaration, Section 9, reserves the right, until one (1) year after 100% of the then existing lots have been sold, to amend the Declarations by recording a document with the Register of Deeds of Ozaukee County; and

F. The Declaration, Section 11.2, reserves the right, at any time during the term of the Declarations, to subject additional real estate to the Declarations by recording a document against such real estate and such additional real estate shall then be a part of the Subdivision from and after the date of such recording; and

6a

G. Declarant desires to subject the Addition No.2 property as described on Exhibit B and to provide that the Addition No.2 lot owners shall have the benefit of the terms and conditions of the Declarations; and

H. Declarant hereby desires to amend the Declarations as outlined below.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Declarations are hereby amended as follows:

1. Addition No.2 Property: the additional real property is as described on Exhibit B; lots #67 thru #111, outlot #10, outlot #11, outlot #12 and outlot #13 (the "Addition No.2) is hereby add to the subdivision. Declarant reserves the rights as outlined in section 11.2 of the Declaration to further add or subtract from the subdivision as allowed by the Declaration.

2. Ratification of Declaration: Except as expressly modified by this Third Amendment, all other terms of the Declarations and previous Amendments shall remain in full force and effect and binding upon the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of this Third Amendment and the Declarations, as previously amended, the terms and conditions of this Third Amendment shall control and govern. In all other respects, the terms and conditions of the Declarations are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

[SIGNATURES ON FOLLOWING PAGE]

Dated as of the date first written above.

Declarant:

Highlander Estates, LLC

By: Neumann Developments, Inc., its sole member

By: _____
Steve DeCleene, President

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
WAUKESHA COUNTY)

Personally came before me this 10th day of January, 2018, the above named Steve DeCleene, President of Neumann Developments, Inc. to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Name: Kevin A. Anderson
Notary Public, State of Wisconsin
My commission expires: 01/28/2022

KEVIN A. ANDERSON
NOTARY PUBLIC
STATE OF WISCONSIN

Drafted by:
Kevin Anderson
Neumann Developments, LLC
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Description of

HIGHLANDER ESTATES SUBDIVISION

Being a subdivision consisting of lots 1 thru 66, located in a part of the Southwest ¼ and Southeast ¼ of the Northeast ¼ and a part of the Southeast ¼ of the Northwest ¼ of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

EXHIBIT A

Legal Description

Highlander Estates Subdivision

Being a subdivision located in a part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Bylaws of Highlander Estates Homeowners Association, Inc.

Document Number

Document Title

8152258
Tx:4116299

1035068
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/30/2016 1:55 PM
REC FEE: 30.00
PAGES: 18
EXEMPT #:

Recording Area

Name and Return Address
Highlander Estates, LLC
N27 W24075 Paul Court, Suite 200
Pewaukee, WI 53072

$30

Tax Key No. 14-028-03-005.00 &
Tax Key No. 14-028-07-001.00

Parcel Identification Number (PIN)

DRAFTED BY: Kevin Anderson

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

EXHIBIT B

Legal Description of

Addition No.2 to

HIGHLANDER ESTATES SUBDIVISION

Being an addition to the subdivision, consisting of lots 67 thru 111, located in a part of the Southwest ¼ and the Southeast ¼ of the Northwest ¼ of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

(Depiction of Addition No.2 to Highlander Estates Subdivision of the following page)

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

Certified _____, 20____

Department of Administration

HIGHLANDER ESTATES ADDITION NO. 2

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

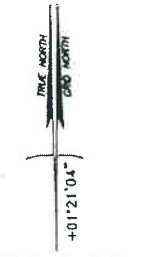
EASEMENT LEGEND:

(A) — 20' WIDE STORM SEWER AND DRAINAGE EASEMENT (GRANTED TO THE CITY OF MEQUON)

(B) — 12' WIDE UTILITY EASEMENT GRANTED TO WE-ENERGIES

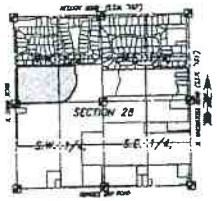
OWNER:

HIGHLANDER ESTATES, LLC
N27W24075 PAUL COURT, STE. 200
PEWAUKEE, WI 53072
PHONE: (262) 542-9100
FAX: (262) 349-8324



SCALE: 1" = 100'

0 100 200



LOCALITY MAP:
SECTION 28
T. 9 N., R. 21 E.
SCALE 1"=2000'

EXISTING ZONING (LOTS 87-111):
"R-3" (CUD) Single Family Residential with a Central Growth Overlay

DESIGN CRITERIA:

MIN. LOT WIDTH:	85 FT.
MIN. LOT AREA:	14,500 S.F.
MIN. FRONT SETBACK:	25 FT.
MIN. SIDE SETBACK:	15 FT.
MIN. REAR SETBACK:	30 FT.
MIN. REAR SETBACK (NORTH LOT):	30 FT.

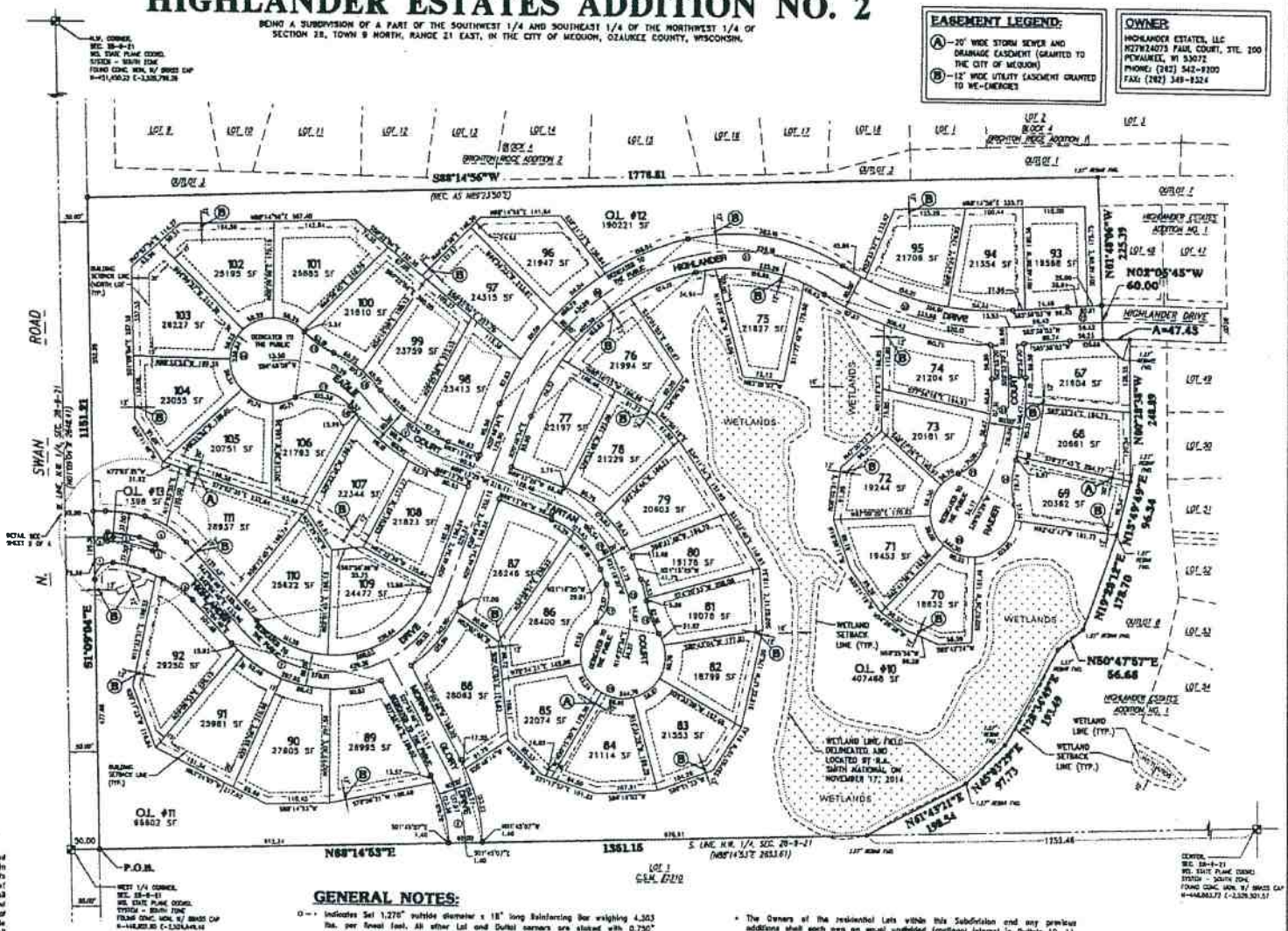
BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to such owner's special investigation prior to construction and no specific representation is made herein.

NOISE LEVEL RESTRICTION PER s. TRANS 233.105 (1):

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

14-022-953-01



GENERAL NOTES:

- O — = Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- ● — = Indicates Found Monumentation (See Plan).
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the N.W. 1/4 of Section 28, Town 9 North, Range 21 East, bears North 01°05'04" West.
- The Easements for Storm Sewer and Drainage are herein granted to the City of Mequon.
- The Owners of the residential Lots within this Subdivision and any previous additions shall each own an equal undivided fractional interest in Outlots 10, 11, 12 and 13 of this Subdivision. Ozaukee County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 10 and 12 of this Subdivision. The Owners of all Lots within this Subdivision and any previous additions shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The Sanitary Sewer System, Water Distribution System, and Storm Sewer System located within the Right-of-Way areas are hereby dedicated for public use as an action of recording this Final Plat.

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. WIAZGA, P.L.S. (S-2628)

REVISED THIS 31st DAY OF OCTOBER, 2017
DATED THIS 5th DAY OF SEPTEMBER, 2017

1059822

HIGHLANDER ESTATES ADDITION NO. 2

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

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

Certified November 16th, 20 17

Department of Administration

EASEMENT LEGEND:

(A) – 20' WIDE STORM SEWER AND DRAINAGE EASEMENT (GRANTED TO THE CITY OF MEQUON)

(B) – 12' WIDE UTILITY EASEMENT (GRANTED TO WE-ENERGIES)

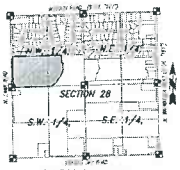
OWNER:

HIGHLANDER ESTATES, LLC
N27W24075 PAUL COURT, STE. 200
PEWAUKEE, WI 53072
PHONE: (262) 542-9300
FAX: (262) 343-9324



SCALE: 1" = 100'

0 100 200



LOCALITY MAP:
SECTION 28
T. 9 N., R. 21 E.
SCALE: 1"=2000'

EXISTING ZONING (LOTS 97-111):
"R-3" (SFD) Single Family Residential with a Control Count Overlay

DESIGN CRITERIA:

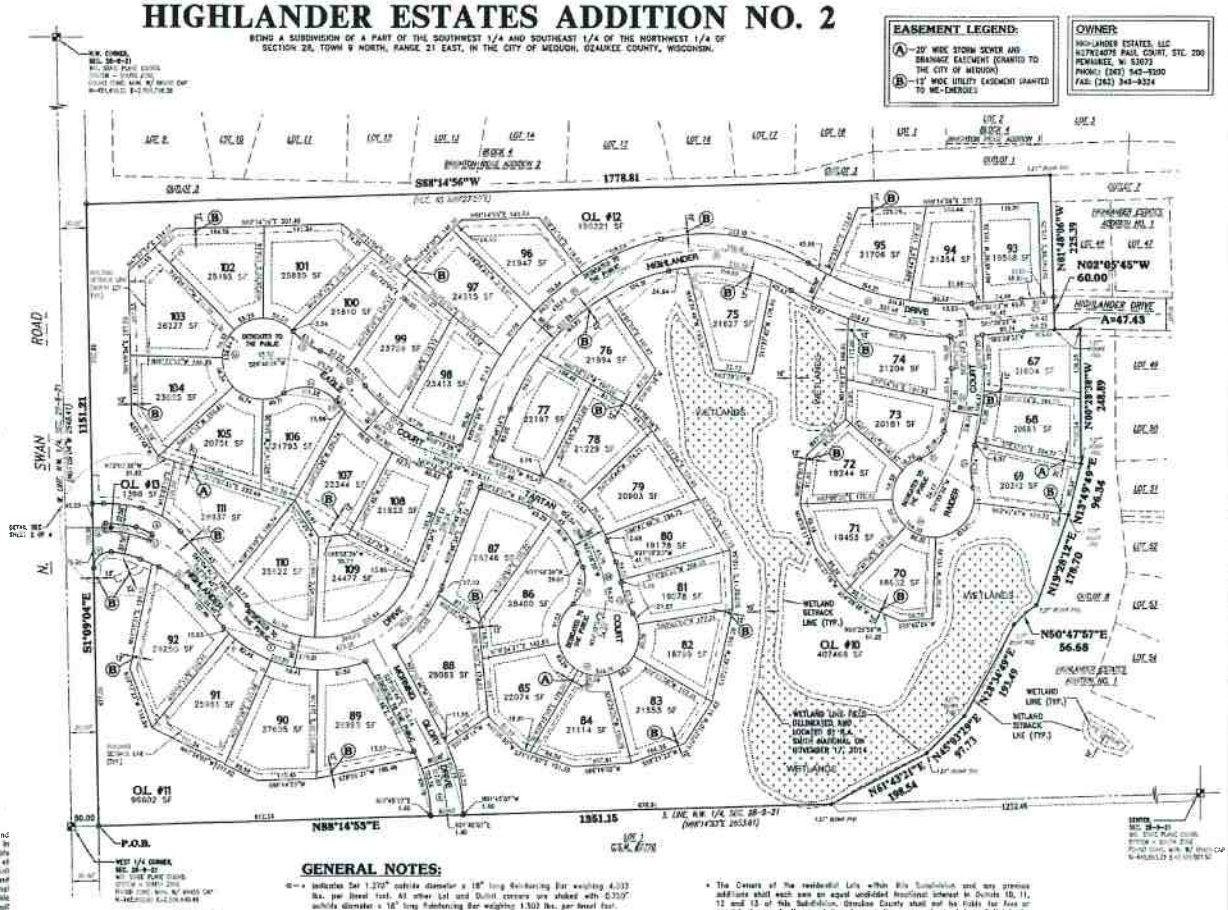
MIN. LOT WIDTH	85 FT.
MIN. LOT AREA	9,520 S.F.
MIN. FRONT SETBACK	30 FT.
MIN. SIDE SETBACK	15 FT.
MIN. REAR SETBACK	30 FT.
MIN. REAR SETBACK (NORTH LOTS)	30 FT.

BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional civil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various pressures associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific recommendation is made herein.

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GENERAL NOTES:

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- All linear measurements have been made to the nearest one-hundredth of a foot.
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- The Sanitary Sewer System, Water Distribution System, and Storm Sewer System located within the Right-of-Way areas are hereby dedicated for public use as an action of recording this Final Plat.

ANDREW J. MIAZGA S-2826 EAST TROY, WI LAND SURVEYOR

9-5-2017

10-31-2017

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826)

REVISED THIS 31st DAY OF OCTOBER, 2017
DATED THIS 5th DAY OF SEPTEMBER, 2017

14-022-953-01

1059822

HIGHLANDER ESTATES ADDITION NO. 2

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

"WETLAND DETAIL"

WETLANDS LINE TABLE:

Line #	BEARING	LENGTH
W1	S51°05'15"E	25.47'
W2	S40°11'06"E	28.27'
W3	S75°54'08"E	29.45'
W4	S73°30'01"E	34.04'
W5	N69°20'35"E	21.93'
W6	S2°31'25"E	26.76'
W7	S80°08'07"W	23.48'
W8	S36°18'51"W	20.03'
W9	S3°10'09"W	49.12'
W10	S18°36'39"E	56.18'
W11	S3°04'54"W	28.25'
W12	S1°51'54"E	37.80'
W13	S47°41'07"E	52.74'
W14	S27°16'53"E	32.09'
W15	S80°08'40"E	32.81'
W16	S4°52'48"E	44.24'
W17	S21°32'44"W	15.90'
W18	N61°18'14"W	28.98'
W19	S31°18'46"W	14.00'
W20	S7°00'09"W	34.74'
W21	S4°21'49"W	28.41'
W22	S6°28'20"W	53.54'
W23	S3°01'22"W	73.05'
W24	S9°42'45"E	20.51'
W25	S41°27'22"E	38.51'
W26	S80°18'16"E	57.07'
W27	S12°47'38"E	44.36'
W28	S61°31'08"E	40.51'
W29	S76°23'37"E	43.47'
W30	N27°46'03"E	24.24'
W31	N63°08'19"E	25.19'
W32	N29°20'47"E	20.39'
W33	N27°30'39"E	38.25'
W34	N20°14'01"E	48.78'
W35	N9°44'32"E	53.01'
W36	N23°21'58"E	28.95'
W37	N8°18'04"E	38.95'
W38	N2°27'48"W	20.41'
W39	N0°09'46"W	27.08'
W40	N12°14'30"E	37.67'
W41	N10°30'26"E	24.73'
W42	N37°57'51"E	27.97'
W43	N49°28'09"E	28.63'
W44	S88°38'18"E	26.27'
W45	S52°10'15"E	34.98'
W46	S16°19'19"E	22.10'
W47	S8°04'07"E	29.89'
W48	S31°31'26"E	32.82'
W49	S11°35'52"W	10.78'
W50	S62°10'43"W	28.48'
W51	S43°17'13"W	30.18'
W52	S10°06'43"W	27.07'
W53	S3°10'27"W	28.74'
W54	S2°54'24"W	40.47'
W55	S0°44'54"W	45.98'
W56	S0°07'28"W	52.49'
W57	S48°41'19"W	21.36'

WETLANDS LINE TABLE:

Line #	BEARING	LENGTH
W58	S36°36'41"W	31.62'
W59	S47°44'29"W	28.37'
W60	S68°31'09"W	49.32'
W61	S61°08'15"W	74.93'
W62	S57°51'11"W	54.19'
W63	S74°30'30"W	14.61'
W64	S78°17'40"W	22.05'
W65	N18°18'01"W	19.03'
W66	N75°31'40"W	30.54'
W67	N0°07'18"W	47.70'
W68	N31°46'19"W	31.65'
W69	N11°15'14"W	43.53'
W70	N7°19'48"W	22.90'
W71	N14°02'53"E	23.43'
W72	N31°12'09"E	36.43'
W73	N12°28'32"E	32.57'
W74	N6°24'54"E	29.13'
W75	N9°41'12"E	28.46'
W76	N0°43'34"E	39.79'
W77	N7°15'41"W	28.64'
W78	N3°09'42"E	25.79'
W79	N7°07'33"W	24.98'
W80	N0°30'38"W	22.29'
W81	N39°09'20"W	39.70'
W82	N2°07'26"W	28.27'
W83	N34°09'51"W	28.91'
W84	N34°13'54"W	28.65'
W85	N8°21'52"W	27.54'
W86	N38°49'41"W	24.48'
W87	N42°26'56"W	44.98'
W88	N47°43'04"W	22.27'
W89	N39°27'41"W	28.05'
W90	N7°26'40"W	28.59'
W91	N2°37'19"W	32.96'
W92	N14°06'24"W	20.11'
W93	N10°54'18"W	43.68'
W94	N8°39'30"W	36.60'
W95	N2°24'28"W	38.52'
W96	N7°09'44"E	24.02'
W97	N30°49'49"E	16.09'
W98	S27°54'41"E	21.28'
W99	S41°03'36"E	28.81'
W100	S27°26'41"E	30.62'
W101	S12°56'39"E	19.27'
W102	S12°56'20"E	25.54'
W103	S8°49'18"W	36.23'
W104	N89°32'39"W	17.46'
W105	N1°57'25"W	45.19'
W106	N1°04'19"W	51.21'
W107	N3°47'20"E	42.80'
W108	N7°40'08"W	63.23'
W109	S88°59'20"E	17.91'
W110	S33°47'33"E	51.84'
W111	S20°16'19"E	46.29'
W112	S8°53'16"E	54.86'
W113	S1°56'09"W	44.28'
W114	S0°05'16"W	27.53'

TRIO

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

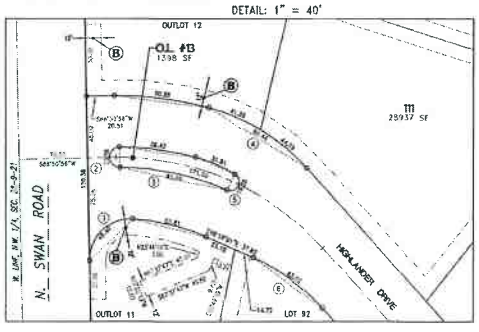
WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
4-5-2017
10-31-2017

EASEMENT LEGEND:

(A) — 20' WIDE STORM SEWER AND DRAINAGE EASEMENT (GRANTED TO THE CITY OF MEQUON)

(B) — 12' WIDE UTILITY EASEMENT GRANTED TO WE-ENERGIES

DETAIL: 1" = 40'





There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified November 16th, 17
Department of Administration

14-022-953-01

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826)

REVISED THIS 31st DAY OF OCTOBER, 2017
DATED THIS 5th DAY OF SEPTEMBER, 2017

1059822

HIGHLANDER ESTATES ADDITION NO. 2

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	OUTLOT 11	30.00	84°21'12"	44.01	40.14	S48°04'30"W	S89°47'56"E	S5°26'44"E
2	OUTLOT 13	7.00	154°00'00"	23.56	13.00	S80°17'45"E	S89°42'16"E	N89°42'16"E
3	CENTERLINE	300.00	41°04'24"	171.90	168.31	N69°26'04"W	N89°06'40"W	S69°48'56"W
	OUTLOT 11	150.00	20°53'01"	54.67	54.37	N79°39'56.5"W	N89°10'01"W	N68°43'00"W
	OUTLOT 12	240.00	16°09'11"	67.66	67.44	N82°55'26.5"W	N76°40'53"W	S86°09'06"W
	OUTLOT 13(N)	207.00	18°34'46"	67.12	66.82	N82°20'17.5"W	N76°42'53"W	S85°42'19"W
	OUTLOT 13(S)	180.00	24°07'41"	84.60	83.94	N78°15'51.5"W	N90°10'01"W	S66°17'40"W
4	OUTLOT 13	112.50	16°12'11"	31.81	31.71	N66°35'47.5"W	N74°35'42"W	N58°23'31"W
	N. R.O.W.	150.00	23°08'13"	60.46	60.04	N58°23'41.5"W	N74°42'53"W	N51°34'40"W
	OUTLOT 12	150.00	15°47'48"	41.35	41.22	N82°49'07"W	N74°42'53"W	N58°55'05"W
	111	150.00	16°10'22"	44.00	43.85	N66°50'53.5"W	N74°04'42"W	N58°55'05"W
5	OUTLOT 13	8.50	172°20'43"	19.18	16.97	N27°39'38.5"E	N86°10'01"W	N86°30'44"W
6	92	150.00	24°00'21"	63.00	62.53	N54°04'20.5"W	N42°04'40"W	N66°10'01"W
7	CENTERLINE	213.00	132°06'46"	490.96	386.09	N19°39'01"E	S42°04'40"E	N89°48'36"E
	107	210.00	73°51'05"	270.01	251.75	S82°09'12"E	S42°04'40"E	N66°04'14"E
	106	210.00	41°17'40"	151.36	148.10	N41°25'04"E	S66°04'14"E	N24°46'34"E
	S. R.O.W. K.	240.00	68°48'16"	287.95	270.74	S19°24'48"E	S42°04'40"E	N68°53'04"E
	91	240.00	3°49'10"	15.93	15.93	S43°59'45"E	S42°34'40"E	S46°23'50"E
	31	240.00	22°04'38"	92.45	91.89	S54°59'53"E	S46°52'50"E	S68°57'16"E
	95	240.00	21°36'22"	90.43	89.93	S78°36'20.5"E	S68°57'16"E	S90°03'38"E
	29	240.00	21°41'01"	90.83	90.29	N68°09'34.5"E	S89°03'50"E	N68°15'04"E
	S. R.O.W. E	240.00	34°00'44"	142.45	140.39	N51°49'58.5"E	N68°53'23"E	N34°46'34"E
	26	240.00	50°53'23"	125.48	121.46	N59°20'41.5"E	N34°53'23"E	N16°29'59"E
	82	240.00	4°05'06"	17.09	16.96	N22°43'13"E	N16°46'34"E	N12°41'28"E
	N. R.O.W.	180.00	117°54'48"	370.43	310.19	N19°29'05"E	S42°04'40"E	N69°49'34"E
	110	180.00	48°00'00"	150.80	146.38	S66°34'40"E	S42°34'40"E	S89°34'40"E
	109	180.00	72°26'08"	227.56	212.66	N53°38'24"E	S89°34'40"E	N37°08'04"E
8	CENTERLINE	330.00	28°00'00"	161.27	159.68	N14°49'04"E	N28°49'04"W	N42°09'04"W
	E. R.O.W.	330.00	28°00'00"	161.27	159.68	N14°49'04"E	N28°49'04"W	N42°09'04"W
	86	300.00	34°05'51"	178.55	175.92	N59°24'28.5"W	N42°52'55"W	N76°02'49"W
	OUTLOT 10	268.00	23°07'46"	108.22	107.49	N31°19'01"W	N30°45'07"W	N42°09'04"W
	W. R.O.W.	270.00	28°00'00"	132.00	130.68	N14°49'04"E	N28°49'04"W	N0°51'04"W
	28	270.00	2°00'45"	13.57	13.57	N0°08'18"W	N0°51'04"W	N1°09'41"W
	OUTLOT 11	270.00	23°07'53"	108.79	108.05	N11°39'03.5"W	N0°45'07"W	N22°03'01"W
9	CENTERLINE	300.00	32°00'00"	167.51	165.32	S63°10'14.5"E	S37°07'01"E	S69°13'01"E
	S. R.O.W.	300.00	32°00'23"	167.52	165.33	S63°10'14.5"E	S37°07'01"E	S69°13'01"E
	108	330.00	5°08'45"	29.58	29.57	S84°50'38.5"E	S87°04'40"E	S89°13'01"E
	107	330.00	28°00'00"	161.27	159.68	S49°09'04"E	S28°49'04"E	S0°51'04"E
	106	240.00	2°46'37"	11.62	11.62	S28°30'21.5"E	S27°07'03"E	S29°53'40"E
	N. R.O.W.	270.00	32°00'23"	151.01	149.03	S63°10'14.5"E	S37°07'03"E	S69°13'01"E
	30	270.00	34°02'02"	80.09	67.50	S62°07'02"E	S46°51'24"E	S80°53'25"E
	29	270.00	32°44'21"	83.59	83.26	S48°59'13.5"E	S37°07'02"E	S46°51'24"E
10	105	143.00	3°46'01"	9.57	9.57	N49°00'06.5"W	N53°07'03"W	N49°03'04"W
11	104	75.00	89°00'00"	116.53	105.15	N82°06'03"W	N37°36'03"W	N51°23'57"W
12	CENTERLINE	175.00	59°04'46"	180.46	172.53	N66°09'27"W	N37°07'03"W	S83°48'36"W
	N. R.O.W.	209.00	28°32'46"	104.14	103.07	N51°39'57.5"W	N37°07'03"W	N65°40'26"W
	99	209.00	12°43'06"	46.41	46.31	N72°29'01"W	N37°07'03"W	N49°36'00"W
	100	209.00	16°49'40"	61.39	61.15	N56°15'00.5"W	N42°36'03"W	N59°26'06"W

CURVE TABLE: (cont.)

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
13	100	209.00	24°05'06"	87.89	87.24	S71°34'26.5"E	S47°32'44"E	S71°37'50"E
14	R.O.W.	75.00	258°51'16"	338.80	115.60	S18°01'38"W	N67°34'44"W	N69°46'40"E
	106	75.00	31°06'04"	40.71	40.21	N74°09'42"E	S89°42'06"E	N58°26'00"E
	105	75.00	47°08'45"	61.74	60.01	S66°43'16"E	S43°08'54"E	N69°42'04"E
	104	75.00	44°34'15"	58.34	56.89	S68°51'46.5"E	S46°34'08"E	S89°08'23"E
	103	75.00	44°08'46"	57.78	56.38	S23°49'08"W	S89°55'01"E	S66°12'45"W
	102	75.00	44°31'47"	58.29	56.83	S66°10'08.5"W	S88°25'10"W	S43°06'53"W
	101	75.00	44°31'00"	58.24	56.84	S66°11'12.5"W	S43°55'15"W	N88°33'10"W
	100	75.00	2°26'31"	3.24	3.24	S66°40'08.5"W	N43°32'44"E	N45°01'15"W
15	CENTERLINE	150.00	47°26'00"	170.56	165.79	N43°10'55"W	S23°13'20"W	N89°13'20"W
	S. R.O.W.	150.00	47°26'00"	124.18	121.63	N43°15'55"W	N23°16'20"W	N89°13'20"W
	97	150.00	17°37'00"	46.14	45.95	N82°24'49.5"W	N89°13'20"W	N71°36'20"W
	96	150.00	29°37'11"	77.54	76.71	N56°36'05.5"W	N41°18'20"W	N71°55'31"W
	N. R.O.W.	210.00	47°26'00"	173.88	169.01	N43°15'55"W	N23°16'20"W	N89°13'20"W
	77	210.00	1°01'34"	3.76	3.76	N66°42'08"W	N66°11'21"W	N66°42'08"W
	78	210.00	22°00'03"	80.66	80.20	N55°10'50.5"W	N66°11'21"W	N44°11'20"W
	79	210.00	21°30'47"	78.83	77.98	N33°27'57"W	N44°11'20"W	N22°40'33"W
	80	210.00	32°53'35"	12.52	12.68	N23°02'08.5"W	N22°13'20"W	N0°40'03"W
16	CENTERLINE	150.00	28°00'34"	54.07	53.54	N0°51'03.5"W	N14°32'36"E	N12°18'00"W
	N. R.O.W.	180.00	12°28'00"	39.19	39.11	N15°03'15.5"W	N08°42'11"W	N21°18'29"W
	39	150.00	10°06'27"	34.53	34.46	N15°45'26.5"W	N10°12'53"W	N21°18'29"W
	81	150.00	1°25'45"	5.06	5.06	N09°30'32"W	N08°42'11"W	N10°18'53"W
17	96	60.00	72°09'54"	75.57	70.67	N14°46'27"E	N89°51'34"E	N21°18'29"W
18	81	150.00	23°49'11"	62.35	61.91	S20°08'46.5"E	S08°42'11"E	S32°31'20"E
19	R.O.W.	75.00	260°22'06"	340.76	112.01	S86°48'54"E	S80°53'34"W	N25°31'20"W
	81	75.00	16°33'09"	21.67	21.60	N24°14'26"W	N15°57'54"W	N32°31'20"W
	82	75.00	48°24'48"	63.36	61.51	N08°14'26"E	N56°26'04"E	N15°57'54"W
	23	75.00	44°26'32"	58.17	57.27	N62°39'12.5"E	N72°07'31"E	N28°20'54"E
	84	210.00	44°26'19"	56.00	57.21	S62°39'19.5"E	S84°44'18"E	N72°51'01"E
	85	75.00	48°15'31"	63.24	61.38	S00°36'46.5"E	S11°28'30"E	S59°44'16"E
	86	75.00	60°31'13"	79.23	75.63	S19°50'57.5"W	S29°51'54"E	S30°39'39"E
20	CENTERLINE	415.00	18°34'50"	134.59	134.00	S48°21'01.5"W	S57°08'23"W	S39°46'34"W
	S. R.O.W.	475.00	18°34'50"	154.04	153.36	S48°21'01.5"W	S57°21'08"W	S39°46'34"W
	77	475.00	10°49'05"	114.57	114.28	S34°41'06.5"W	S39°46'34"W	S28°57'29"W
	78	475.00	7°45'45"	64.29	64.24	S24°49'36.5"W	S28°57'29"W	S21°11'44"W
	79	475.00	12°11'37"	101.08	100.89	S37°39'34.5"W	S43°35'23"W	S31°23'46"W
	80	475.00	13°49'21"	114.64	114.37	S50°29'03.5"W	S37°31'44"W	S51°33'23"W
	OUTLOT 12	475.00	19°03'45"	158.03	157.30	S60°40'20.5"W	S70°21'56"W	S89°17'44"W

CURVE TABLE: (cont.)

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
21	CENTERLINE	375.00	45°41'31"	298.98	291.27	N89°47'45.5"W	N67°03'00"W	S67°21'30"W
	S. R.O.W.	285.00	45°41'31"	227.28	221.37	N89°47'45.5"W	N67°03'00"W	S67°21'30"W
	OUTLOT 10 W	285.00	8°47'10"	26.94	26.92	S70°45'04"W	S66°39'26"W	S75°21'30"W
	75	285.00	31°53'14"	158.63	156.57	N81°11'44"W	N65°14'07"W	S82°52'01"W
	OUTLOT 10 E	285.00	7°51'07"	39.03	39.00	N51°13'33.5"W	N67°39'06"W	N59°48'01"W
	OUTLOT 12	285.00	45°41'31"	227.28	221.37	N89°47'45.5"W	N67°03'00"W	S67°21'30"W
22	CENTERLINE	525.00	36°24'07"	333.58	328.00	S49°09'26.5"E	S67°21'30"E	N76°13'03"E
	WEST	525.00	34°36'26"	317.21	312.40	S50°25'10"E	S67°21'30"E	N73°04'04"E
	EAST	525.00	1°48'37"	16.53	16.53	N66°11'21.5"E	N73°04'04"E	N71°15'27"E
	S. R.O.W.	285.00	31°36'25"	210.62	207.87	S73°06'12.5"E	S57°18'00"E	S89°47'37"E
	OUTLOT 10	285.00	12°09'06"	120.97	117.43	S64°01'26"E	S57°18'00"E	S69°26'30"E
	74	510.00	19°41'35"	180.75	179.81	S79°06'38.5"E	S61°01'51"E	S80°47'26"E
	N. R.O.W.	495.00	30°24'51"	314.51	309.54	S70°09'26.5"E	S55°21'00"E	N85°36'05"E
	OUTLOT 12	495.00	5°15'12"	45.38	45.36	S88°28'39"E	S85°50'55"E	N89°53'39"E
	95	495.00	13°16'06"	114.21	113.96	S72°15'45"E	S79°16'12"E	S85°32'18"E
	94	495.00	13°14'49"	114.44	114.19	S58°44'48.5"E	S65°37'19"E	N69°08'03"E
23	CENTERLINE	400.00	30°59'46"	216.34	213.43	N12°25'35"E	N26°55'28"W	N02°53'20"W
	E. R.O.W.	430.00	30°59'46"	232.62	229.71	N12°25'35"E	N26°55'28"W	N02°53'20"W
	67	430.00	5°55'57"	44.49	44.43	N00°03'38.5"E	N02°53'20"W	N08°49'17"E
	68	430.00	17°42'27"	132.88	132.36	N08°20'47.5"E	N08°49'17"E	N26°31'53"E
	69	430.00	17°55'48"	8.97	8.97	N26°39'48.5"E	N26°31'53"E	N44°47'38"E
	W. R.O.W.	370.00	18°01'57"	117.31	116.82	N35°11'36.5"E	N44°12'36"E	N62°14'33"E
	74	370.00	5°20'17"	69.09	69.07	N01°49'18.5"E	N04°29'30"E	N09°49'47"E
	73	370.00	8°44'40"	56.47	56.41	N13°31'47.7"E	N09°09'07"E	N17°53'57"E
24	69	350.00	30°04'37"	183.74	181.64	S01°26'56.5"W	S14°29'07"W	S15°25'00"E
25	72	77.00	24°10'01"	32.48	32.24	N14°27'37.5"E	N26°32'38"E	N02°17'37"E
26	R.O.W.	75.00	288°01'26"	344.30	112.20	S61°46'09"E	N62°23'54"E	N25°37'32"W
	68	75.00	29°44'11"	27.14	27.00	N80°04'55.5"W	N65°12'49"E	N14°31'38"W
	OUTLOT 10	75.00	79°19'00"	103.84	95.75	N46°52'10.5"E	N06°27'19"E	N72°11'43"E
	70	75.00	48°04'00"	62.92	61.11	S78°29'27"E	S54°27'27"E	N80°31'08"E
	71	75.00	44°38'22"	58.45	56.98	S33°08'01"E	S10°08'01"E	S34°16'02"E
	72	75.00	44°20'14"	58.04	56.64	S11°10'27"W	S34°16'02"E	S78°36'16"E
	73	75.00	29°52'09"	39.10	38.66	S63°38'32.5"W	S48°34'28"W	S78°36'16"W
27	CENTERLINE	1500.00	2°19'12"	59.60	59.42	S86°16'09"W	S85°06'15"W	S87°25'02"W
	S. R.O.W.	1470.00	4°07'00"	105.66	105.63	N87°41'28.5"W	S89°42'18"W	S85°35'18"W
	67	1470.00	2°16'12"	58.25	58.25	S86°16'09"W	S85°06'15"W	S87°25'02"W
	EXTENSION	1470.00	1°50'48"	47.43	47.43	S88°41'42.5"W	S89°42'18"W	S87°51'30"W
	N. R.O.W.	1530.00	2°16'12"	60.61	60.61	S86°16'09"W	S85°06'15"W	S87°25'02"W
	93	1530.00	1°20'01"	35.61	35.61	S86°16'33.5"W	S85°56'28"W	S87°25'02"W
	OUTLOT 12	1530.00	0°58'11"	25.89	25.88	S87°36'38.5"W	S87°54'43"W	S86°38'54"W

TRIO

13660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

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

Certified November 16, 2017

Department of Administration

ANDREW J. MIAZGA S-2826 FAST TRK, WI LAND SURVEYOR

9-5-2017
10-31-2017

14-022-853-01

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826)

REVISED THIS 31st DAY OF OCTOBER, 2017
DATED THIS 5th DAY OF SEPTEMBER, 2017

1059822

HIGHLANDER ESTATES ADDITION NO. 2

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Andrew J. Miazga, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 28; Thence North 88°14'53E East 50.00 feet to the East Right of Way line of Swan Road and the place of beginning of lands hereinafter described;

Thence North 01°09'04" West along said East Right of Way line 1151.21 feet to a point on the South line of Brighton Ridge Addition 2; Thence along said South line North 88°14'56" East 1778.81 feet to a point on the West line of "Highlander Estates Addition No.1"; Thence along said West line, South 01°48'06" East 223.59 feet to a point; Thence along said West line, South 02°05'45" East 60.00 feet to a point on the South right-of-way line of "Highlander Drive"; Thence Northeasterly 47.43 feet along said South line and the arc of a curve whose center lies to the Southeast, whose radius is 1470.00 feet and whose chord bears North 88°45'42.5" East 47.43 feet to a point; Thence South 00°28'38" East along the West line of "Highlander Estates Addition No. 1" a distance of 248.89 feet to a point; Thence South 13°49'49" West along said West line 98.34 feet to a point; Thence South 19°26'12" West along said West line 178.70 feet to a point; Thence South 50°47'57" West along said West line 56.85 feet to a point; Thence South 28°34'49" West along said West line 193.48 feet to a point; Thence South 45°03'29" West along said West line 97.75 feet to a point; Thence South 61°43'21" West along said West line 198.54 feet to a point on the South line of the Northwest 1/4 of said Section 28; Thence along said South line South 88°14'53" West 1351.15 feet to the place of beginning of this description.

Said Parcel contains 1,593,603 Square Feet (or 45.7868 Acres of land), more or less.

That I have made such survey, land division and map by the direction of HIGHLANDER ESTATES, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Mequon, Ozaukee County, Wisconsin in surveying, dividing and mapping the same.

Dated this 5th Day of SEPTEMBER 20 17.
Rev.: 10-31-2017

WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY
LAND SURVEYOR

Andrew J. Miazga, P.L.S.
Professional Land Surveyor, S-2826
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

HIGHLANDER ESTATES, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies. Grantee,

WISCONSIN BELL, INC., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

SPECTRUM,

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

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

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HIGHLANDER ESTATES, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. It also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:
1. City of Mequon

AGENCIES WHO MAY OBJECT:
1. State of Wisconsin, Department of Administration
2. State of Wisconsin, Department of Transportation

Witness the hand and seal of said Owner this 1st day of December, 20 17.

HIGHLANDER ESTATES, LLC

Steve DeCleene, President of Neumann Developments

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 1st day of DECEMBER, 20 17, the above named Steve DeCleene, President of Neumann Developments of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

KEVIN A. ANNOCHINO
NOTARY PUBLIC
STATE OF WISCONSIN

Print Name: KEVIN A. ANNOCHINO
Public, Waukesha County, WI
My Commission Expires: 01/24/2021

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of HIGHLANDER ESTATES, LLC, owner, this 1st day of December, 20 17.

MIDLAND STATES BANK

STATE OF ILLINOIS)
) SS
COUNTY OF Effingham)

Personally came before me this 1st day of December, 20 17, the above named Robert Hemmen of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

OFFICIAL SEAL
MEL STOCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/25/2019

Print Name: Mel Stock
Public, Effingham County, IL
My Commission Expires: 1/25/19

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis.Stats. as provided by s. 236.12, Wis. Stats.
Certified November 16th 20 17
Department of Administration

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Sharon Wakeely, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this 8th Day of December, 20 17, on any of the land included in the Plat of "HIGHLANDER ESTATES ADDITION NO.2".

Dated this 8th Day of December, 20 17.

Sharon Wakeely, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Tom Watson, being duly appointed, qualified and acting Treasurer of the City of Mequon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this 9th Day of January, 20 18, on any of the land included in the Plat of "HIGHLANDER ESTATES ADDITION NO.2".

Dated this 9th Day of January, 20 18.

Tom Watson, City Treasurer

CITY OF MEQUON CERTIFICATE:

Resolved, that the plat known as "HIGHLANDER ESTATES ADDITION NO.2", being a Subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, HIGHLANDER ESTATES, LLC, owner, having been approved by the City of Mequon Planning Commission is hereby approved conditionally by the Common Council.

APPROVED AND SIGNED:

Dated this 8th Day of January 20 18.

Dan Abendroth, Mayor

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Mequon, and that all conditions of approval have been met as of this 8th Day of January, 20 18.

Dated this 8th Day of January, 20 18.

Caroline Foehr, City Clerk

TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
RECORDED ON
01/15/2018 9:37AM

14-022-953-01

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826)

REVISED THIS 31st DAY OF OCTOBER, 2017
DATED THIS 5th DAY OF SEPTEMBER, 2017

BYLAWS

OF

HIGHLANDER ESTATES HOMEOWNER'S ASSOCIATION, INC.

BYLAWS

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BYLAWS
OF
HIGHLANDER ESTATES HOMEOWNER'S ASSOCIATION, INC.

The following Bylaws are accepted by the initial Board of Directors of the corporation (as indicated in the Articles of Incorporation of the corporation) as of the 29 day of June, 2016.

All capitalized terms used herein but not otherwise defined herein shall have the same meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Highlander Estates Subdivision, as may be amended from time to time (the "**Declaration**") as recorded in the Register of Deeds for Ozaukee County, Wisconsin.

Article I. Purposes

Section 1. Purposes. The purposes for which this corporation (also referred to as the "**Association**") is organized and shall be operated are as follows:

(a) To serve as an association of owners who own single-family residential real estate in the Highlander Estates Subdivision pursuant to the Declaration;

(b) To provide for the administration, maintenance, preservation and control of the officers of the Association and the Common Areas in accordance with and in furtherance of the Declaration;

(c) To provide for the maintenance and repair of private storm sewer where located within the private drainage easements shown on the final plat;

(d) enforcing compliance of the Owners with the Declaration;

(e) To engage in any lawful activity within the purposes for which corporations may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, as the same now provides and as the same may hereafter be amended to provide, subject to the Declaration.

Article II. Offices

Section 1. Principal Office. The initial principal office of the Association shall be located at N27 W24075 Paul Court, Suite 200, Pewaukee, Wisconsin 53072. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2. Registered Office. The initial registered office shall be the same as principal office.

Article III. Association

Section 1. Membership. Each Owner shall be a member of the Association. The Members shall have one (1) vote for each Lot owned. Every Owner, upon acquiring title to a Lot under the terms of the Declaration, or upon entering into a land contract for the purchase of a Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his or her ownership of such Lot ceases for any reason, at which time his or her Membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

Section 2. Owners Prohibited from Voting. No Owner may vote at any meeting if his monthly assessment fee or any other special assessment fee is thirty (30) days past due and/or the Association has a lien against the Lot for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3. Proxies. Any vote may be cast pursuant to a proxy executed by an Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 4. Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name, mailing address, and electronic mail ("e-mail") address for each person or entity entitled to cast a vote on behalf of a Lot, co-owners of a Lot shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Lot. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 5. Annual Meetings. The first annual meeting of the Association shall be held within twenty-four (24) months following the date of the recorded Declaration. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at such suitable place convenient to the Owners as from time to time may be designated by the Board of Directors.

Section 6. Special Meetings. The President, the Board of Directors or the Members having fifty percent (50%) of the votes in the Association may call a special meeting, upon written notice from the President or the Board of Directors or by written petition of petition signed by Owners holding not less than fifty percent (50%) of the votes eligible to be cast at such time by the Owners. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 7. Notice of Meetings. The Secretary shall cause to be sent to each Owner written notice of the time, place and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by either e-mail or United States mail, first class postage prepaid, to the mailing and/or e-mail address listed in the Membership Roster. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered; provided however, the Secretary of the Association shall certify in writing that such notice was personally delivered to the Owner.

Section 8. Conduct of Meetings. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of order or any other rules of procedure acceptable to a majority of the votes of the Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws or the Declaration. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a Majority of the votes of the Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 10. Quorum. A quorum for the purposes of general or special meetings shall consist of thirty-three percent (33%) of the votes entitled to vote unless otherwise required by the Declaration or these Bylaws.

Section 11. Action Without Meeting. Any action by Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Owners (and Mortgagees, if required) shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

Article IV. Board of Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 2. Number. The initial number of Directors should be three (3).

The initial Directors appointed by the Declarant are Matthew Neumann, Kevin Anderson, and Wendy Griffin for a term of two (2) years ("**Initial Term**"). Upon expiration of the Initial Term or earlier if decided by the Board, Directors shall be elected from among qualified persons nominated by Members of the Association at an Annual or Special Meeting of the Association. At no time shall the Board consist of more than five (5) Directors.

Section 3. Term of Office. After the Initial Term as provided above, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled in accordance with Section 9 of this Article IV. In no event shall the vacancy of any office of Director operate to invalidate any actions of the Board taken during the period of vacancy.

Section 4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, applicable law and these Bylaws. Such powers and duties shall include, but not be limited to the powers and duties set forth in the Declaration and the following:

(a) To promulgate and enforce Rules and Regulations for the conduct of persons and use of property in the subdivision.

(b) To open bank accounts on behalf of the Association and designate the signatories required therefor.

(c) To initiate, prosecute and settle litigation for itself and the Association, provided that it shall make no settlement which results in a liability against the Board of Directors.

(d) To obtain insurance on behalf of the Association as required by the Declaration with respect to the Lots and the Common Areas, to obtain insurance in accordance with these Bylaws and to settle any claim under any such policies of insurance, and to obtain such other coverages and amounts of insurance as are necessary, reasonable, customary or desirable including, but not limited to, Directors' and Officers' Liability Insurance coverage and Commercial General Liability Insurance coverage on the Common Areas.

(e) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(f) To have a corporate seal, if required.

(g) To approve and sign checks and issue payment vouchers.

(h) To pay off liens against any portion of the Common Areas.

(i) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Areas.

(j) To retain third parties to maintain and repair the Common Areas as the Board deems necessary in accordance with the Budget.

(k) To appoint a Managing Agent to carry out the day to day management duties of the Board and the Association.

Section 5. Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 7. Removal of Members of the Board of Directors. Any Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of seventy-five percent (75%) of eligible votes to be cast taken at a special meeting of Directors called for that purpose.

Section 8. Incapacity or Death of a Director. If a Director shall be incapacitated to the extent he is unable to perform his duties as a Director or if a Director dies during his term as a Director, then a new Director shall be chosen as provided for in Section 9 of this Article.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a Majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 10. Notice of Meeting. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least three (3) days prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express, sent by e-mail, or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when the e-mail is sent to the e-mail address listed on the Membership Roster. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or

under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 11. Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Quorum. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than a quorum is present at a meeting a Majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 13. Manner of Acting. The act of the Majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 14. Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 15. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 16. Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or Members of such committee.

Section 17. Committees. The Board of Directors may appoint and dismiss committees made up of Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Association.

Article V. Officers

Section 1. Principal Officers. The principal officers of the Association shall be a President, one (1) or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President.

Section 2. Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal.

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

Section 4. Vacancies. A vacancy in any principal office shall be filed by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the Principal Executive Officer of the Association and, subject to the control of the Association, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Association. He may sign, with the Secretary or any other Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one (1), the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors meetings in one (1) or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary

and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

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

Section 9. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Association.

Section 10. Qualifications. All Officers shall be Owners, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

Article VI. Indemnification

Section 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this Section:

(a) "Director" or "Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the Association;

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;

(iii) a natural person who, while a Director or Officer of the Association, is or was serving an employee benefit plan because his duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and

(iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(b) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) "Liability" or "liable" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 2. Indemnification. No Director or Officer shall be liable, responsible, or accountable in damages or otherwise to the Association for any act or omission pursuant to the authority granted to the Director or Officer by these Bylaws if the Director or Officer acted in good faith and in a manner he or she reasonably believed to be within the scope of the authority granted to him or her by these Bylaws and in the best interests, or not opposed to the best interests, of the Association, provided that the Director or Officer shall not be relieved of liability in respect of any claim, issue, or matter as to which the Director or Officer shall have been finally adjudicated to have violated any provision in Chapter 181 of the Wisconsin Statutes. Subject to this limitation in the case of any such judgment of liability, the Association shall indemnify and allow expenses to the Director or Officer to the fullest extent permitted or required by Chapter 181 of the Wisconsin Statutes.

Section 3. Contract. The assumption by a person of a term of office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 4. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

Article VII. Assessments

Section 1. Fiscal Year. The fiscal year of the Association shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Preparation of Budget. The Association shall also have the power to levy an annual assessment against each Lot in the Subdivision. Such annual assessment shall be levied by the Association as of January 1 of each year and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 1 of each year. The Association shall annually adopt a Budget ("**Budget**") of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The Budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may delegate authority to assess and collect any assessments to a third party. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of the Declaration, these Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals and the like. The Board may adopt an initial Budget showing the anticipated amounts necessary to cover common expenses.

Section 3. Penalty and Default in Payment. If any payment for any assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty equal to twelve percent (12%) of the entire assessment shall be assessed against the Lot. In addition, the Board of Directors shall have the right and duty to attempt to recover such assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, and/or by foreclosure of the lien on such Lot granted by Wis. Stat. § 779.70. The Association or the Board of Directors, acting on behalf of all Owners, shall have power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of lien on such Lot and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 4. Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

Article VIII. Rules and Regulations

Section 1. Rules and Regulations. In addition to any Rules and Regulations initially promulgated by the Declarant, the Board of Directors may enact Rules and Regulations for the use, repair and maintenance of Common Areas and of Lots, provided, that such Rules and Regulations are not contrary to or inconsistent with the Declaration or applicable law. Copies of and changes to

the Rules and Regulations shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

Section 2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than Twenty-Five and 00/100 Dollars ($25.00) per day per violation, nor more than One Hundred and 00/100 Dollars ($100.00) per day per violation.

Article IX. Insurance

Section 1. Directors and Officers Liability. The Board may obtain and maintain, in a reasonable amount, Directors' and Officers' Liability Insurance coverage to protect against wrongful and dishonest acts on the part of the officers, Directors, employees and other agents of the Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Section 2. Commercial General Liability and Other Insurance. The Board may obtain and maintain, in a reasonable amount as determined by the Board, Commercial General Liability Insurance coverage on the Common Areas or such other insurance coverages as may be deemed reasonable and necessary by the Board from time to time.

Article X. Compliance and Default

Section 1. Owners. All Owners shall be governed by and shall comply with the provisions of the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by an Owner shall entitle the Association or an aggrieved Owner to the relief as provided in this Article X.

Section 2. Fines. The Board of Directors may establish and assess fines against Owners for every violation of the Declaration, these Bylaws and the Rules and Regulations by the Owner, his family members, guests, invitees, employees and/or agents. If an Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Article XI. Amendments

Section 1. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Members to which at least sixty percent (60%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Owners.

Section 2. Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit at the following:

(a) if to the Owner, at the address shown on the Membership Roster; and

(b) if to the Association, at the registered office of the Association.

Article XII. Miscellaneous

Section 1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the officers or Directors of this Association which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

Section 4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

Section 5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned initial Board of Directors of the corporation have caused these Bylaws to be executed this 29 day of June, 2016.

DIRECTORS:

Matthew K. Neumann

Kevin Anderson

Wendy Griffin

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally came before me this 29 day of June, 2016, the above named Matthew K. Neumann of Highlander Estates Homeowner's Association, Inc. by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

WENDY GRIFFIN
Notary Public
State of Wisconsin

Wendy Griffin *Wendy Griffin
Notary Public, State of Wisconsin
My commission: 2/5/17

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally came before me this 29 day of June, 2016, the above named Kevin Anderson of Highlander Estates Homeowner's Association, Inc., by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Wendy Griffin *Wendy Griffin
Notary Public, State of Wisconsin
My commission: 2/5/17

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

Personally came before me this 27th day of June, 2016, the above named Wendy Griffin of Highlander Estates Homeowner's Association, Inc., by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

KEVIN A ANDERSON
NOTARY PUBLIC
STATE OF WISCONSIN

Kevin Anderson
Notary Public, State of Wisconsin
My commission: Expires 01/26/18

EXHIBIT A

Legal Description

Highlander Estates Subdivision

Being a subdivision located in a part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 28, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Highlander Estates
2020 Budget

		2019 Budget	YTD as of 11/8/2019	2020 Budget
	Income	111 Lots @$500		111 Lots @ $400
4500	Dues Revenue Received	$55,500.00	$59,000.00	$44,400.00
4530	Initial Fees		$5,250.00	
	Total Income	**$55,500.00**	**$64,250.00**	**$44,400.00**
	Expenses			
6101	Landscaping	$20,000.00	$23,366.08	$24,000.00
6200	Pavilion Electric	$800.00	$173.60	$300.00
6205	Insurance	$2,000.00	$1,756.40	$2,000.00
6220	Office Supply/Mailings	$500.00	$311.07	$400.00
	Administrative			$300.00
6255	Reserve Transfer	$10,030.00	$8,358.30	-
6300	Management Fee	$1,170.00	$540.00	$1,300.00
6310	Snow Removal	$15,000.00	$9,000.00	$14,000.00
6317	Maintenance/Misc.	$1,000.00	$0.00	-
6320	Pond Maintenance	$5,000.00	$0.00	$2,100.00
	Total Expenses	**$55,500.00**	**$43,505.45**	**$44,400.00**