DECLARATION OF RESTRICTIONS AND ESTABLISHMENT OF BRANDT HIGHLANDS HOME OWNER'S ASSOCIATION INC.

WHEREAS, EBL JOINT VENTURE, referred to as Developer, is the owner of certain lands in the Town of Cedarburg, Ozaukee County, Wisconsin to-wit: containing approximately 24.474 acres, all of which land is depicted and described on Schedule A attached hereto and incorporated by reference herein, and

WHEREAS, Developer is in the process of developing and platting the subject real property to a residential community and contemplates subdividing such property into six (6) individual, quality, single-family residential lots. The general purpose of this Declaration of Restrictions and Establishment of the Brandt Highlands Homeowner's Association Inc. is to manage and maintain the private driveway, cul-de-sac, and stormwater easement area and to promote the harmonious development of Brandt Highlands into a residential community of the highest quality while protecting, preserving and honoring the unique beauty and quality of the environment. Brandt Highlands will become and remain an attractive subdivision, to preserve the wildlife, plants, and wetlands and to ensure the most exclusive privacy of each home site, to protect against the erection of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to ensure the highest and most appealing residential development of the property, to encourage and secure the erection of attractive homes; utilizing the most optimal locations on home sites to promote seclusion and privacy, to prevent haphazard and inharmonious improvement of building sites; to secure and maintain adequate privacy and free spaces between homes, and in general, to provide for a high quality of improvement while being mindful and sensitive to protecting and preserving the natural environment of Brandt Highlands and thereby maintaining and enhancing the values of investments made by purchasers of the lots.

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

1. DEFINITION OF TERMS.

(a) "Architectural Control Committee" shall mean the officers of the Association appointed or elected in accordance with Section 21 of this Declaration who shall serve as members of the Architectural Control Committee.

(b) "Association" shall mean the Brandt Highlands Home Owner's Association Inc., a non-profit, non-stock homeowner's association, which is created under this Declaration.

(c) "attached" shall mean incorporated into the primary dwelling structure with at least one common wall.

(d) "cars" shall mean standard size automobiles.

(e) "Developer" shall mean EBL Joint Venture, as well as any successor to EBL Joint Venture.

(f) "family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit

(g) "Lot" shall mean any Lot as described on the Plat of Brandt Highlands.
(h) "Parcel" shall mean each individual parcel as described on the Plat of Brandt Highlands recorded in the office of the Register of Deeds of Ozaukee County.
(i) "structure" shall mean and include, but not to be limited to, buildings, walls, fences, swimming pools, tennis courts, playground equipment, metal storage sheds, rubbish burners and any other similar items, the construction of which may not necessarily require a building permit.
(j) "subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Town of Cedarburg.
(k) "private driveway" shall remain the private drive driveway serving the individual lots in Brandt Highlands.
(l) "Town" shall mean the Town of Cedarburg, a municipal corporation.

2. **LAND USE AND BUILDING TYPE:**

A. No part or parcel of the premises shall be used for any purpose except for single family residential purposes. No structure shall hereafter be erected, moved or placed on any part or parcel other than a residential dwelling not to exceed two (2 1/2) stories in height on the front elevation, with an attached private garage for at least two (2) cars, and for not more than four (4) cars, (a four car garage may be no wider than a three (3) car garage with one parking bay two (2) cars deep or two (2) cars wide and two (2) cars deep) and other outbuildings incidental to the residential use of the premises. Approval of a four car garage will be granted by Architecural Control Committee on a case by case basis.

Only one single family residence may be constructed on each Lot. No garage, tent, or other improvement (except for the single family residence) shall be used for temporary or permanent living or sleeping for any person, including without limitation, family or guests, without the prior approval of the Architectural Control Committee, which may be granted or withheld in the Architectural Control Committee's sole discretion.

Each Lot owner shall maintain and repair his/her Lot, including without limitation, all open spaces and all front, side, and rear yards, so that the Lot is at all times in good condition and repair and neat in appearance when viewed from any street or other Lot and, if not properly maintained and repaired, the Association may perform such maintenance, repairs and replacements as it deems necessary or appropriate and charge the costs thereof to the Lot owner and levy a Special Assessment for such costs against the Lot.

B. No existing dwelling or other structure heretofore erected and situated upon land outside of the subdivison may be moved onto any parcel of land within this subdivison without the written permission of the Architectural Control Committee as hereinafter designated.

3. **PLANS AND SPECIFICATIONS.** No buildings, main or accessory, fence, wall or other strcuture shall be erected, placed or altered on any parcel until the construction plans and specifications, and a plan showing the location of the proposed structure (collectively, the "Building Plans") shall have been approved by the Architectural Control Committee as to employment and quality of materials, harmony of exterior design with existing structures, as to the effect on the general aesthetics of the area, and as to location with respect to topography, grading, drainage, and finish grading elevations. All plans and specifications shall be drawn by a licensed, professional engineer, architect or other professional or shall be in proper form so as to enable the Architectural Control Committee to ensure compliance with the terms of this Declaration of Restrictions. The Architectural Control Committee shall be provided with an adequate grading plan and erosion

control plan showing existing and proposed slopes, grades, drainage, and drainage patterns. Approval shall be as provided in section 7(E) hereof. The Architectural Control Committee may require a drainage design and pattern that will not necessarily follow property boundaries but will be designed to facilitate the overall drainage of Brandt Highlands and all subsequent phases of the subdivision.

4. **BUILDING SIZE AND TYPE**. Dwellings erected in said Brandt Highlands shall be single family residences and contain no less than the following schedule of area at first floor level, at perimeter of base, exclusive of porches, garages, bays, patios, breezeways, etc., that is to say: A.) Not less than two thousand two hundred (2,200) square feet in the case of a one story dwelling; B.) Not less than one thousand, three hundred (1,300) square feet in the case of a two story dwelling, or one and one-half story dwelling on the first floor level, and a total minimum of two thousand two hundred (2,400) square feet in the residence; and C.) split-level homes allowed only upon individual review and approval by the Architectural Control Committee. The square footage requirements may be reduced by a maximum of of Fifteen Percent (15%) upon majority approval by the Architectural Control Committee. Garage door(s), soffits, fascia, and cladding on windows may be man-made materials subject to Architectural Control Committee approval. All other exterior siding or facing must consist of brick, stone, or beveled cedar siding. Cedar shingles are not allowed except in gables and with Architectural Control Committee approval. Horizontally applied fiber cement siding or LP siding and trim with wood grain look, and Miratec textured treated exterior composite or "Real Trim" or equivalent for trim is also allowed. As an exception to the above siding requirements, aluminum, vinyl or steel siding may be used if 20% of the siding area on the front elevation (excluding doors and windows in the calculations) of home is brick stone or cultured stone. Other materials may also be approved on a case by case basis with the approval of the Architectural Control Committee; it being anticipated that new materials will be available in the future. D.) Various houses constructed within Brandt Highlands shall not be limited to a single architectural style. Building plans for each home shall be subject to review by the Architectural Control Committee to confirm, in addition to any other items referred to in these restrictions, that each portion of the home will exhibit uniform architectural style and material at all elevations. The Architectural Control Committee shall further review the plans for each home in Brandt Highlands for uniformity and authenticity of architectural style. The Architectural Control Committee shall have the authority to require modifications to plans for homes to be constructed in Brandt Highlands to ensure compliance with the terms of this article as well as any other requirements of these restrictions.

5. **MAINTENANCE OF ROADWAY AND ADJOINING** PROPERTY. It shall be the responsibility of each Lot owner to repair any damage to and remove any debris from the private driveway of said subdivison caused by the owner's general contractor or subcontractors. Each Lot buyer must use only their Lot for construction purposes; any damage to adjoining Lots by construction trucks or equipment will be charged to Lot buyer. Contractors are not permitted to trespass on adjoining property.

6. **NUISANCE**. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No noxious odors shall be permitted to escape from any home, Lot or building site and no activity which is, or may become a nuisance or which creates unusually loud sounds or noises shall be permitted on any home, Lot or building site. Trash, garbage or other wastes shall not be kept except in a sanitary container which shall be properly screened from public view

7. **BUILDING COMPLETION AND GRADING, LANDSCAPING: TEMPORARY STRUCTURES.**

A. **STRUCTURE COMPLETION.** No structure shall remain uncompleted for more than one year from the date of commencement of construction. Within three months of the date of completion or occupancy, whichever is earlier, the exterior of the building shall be sealed, stained, or painted.

B. **ROUGH GRADING.** Rough grading of the surface of any parcel of land in said Brandt Highlands, upon which any building shall be constructed, shall be completed before said building may be occupied, except that in the case of construction commenced after September 1st, rough grading must be completed within forty (40) days after ground has thawed or prior to occupancy, whichever is later, unless extended in writing by developer.

C. **FINE GRADING AND LANDSCAPING.** Within one year from date of completion or occupancy, whichever occurs first, of any building on a Lot within Brandt Highlands, the surface of such Lot shall be finally graded to meet master grade requirements, and the lawn area of such Lot shall be seeded or sodded by the Lot owner all in accordance with the approved landscape plan, at his/her expense.

D. **LANDSCAPE PLAN.** A landscape plan prepared by a qualified person or firm showing the proposed landscape plansubdivison of the entire Lot shall be submitted to the Architectural Control Committee for written approval at the same time as the Building Plan. Written approval by the Architectural Control Committee must be obtained before commencement of landscape improvements. Arrangements shall be made for adequate surface drainage so the runoff water does not cause a problem for adjoining Lots or their driveway.Each Lot owner shalll provide for grass seeding or sodding in accordance with the approved landscape plan. Notwithstanding anything herein to the contrary, the Architectural Control Committeemay grant variances, in writing, to professional builders who are building for sale and not under contract.

E. **OUTBUILDINGS, OTHER STRUCTURES AND TEMPORARY STRUCTURES.** Outbuildings, whether of a temporary or permanent nature, shall be approved by the Architectural Control Committee and shall be consistent with the design and materials of the principal structure. No structure of a temporary character (including by way of description and not by way of limitation, trailer, basement, tent, shack, storage shed, garage, barn or other outbuilding) shall be placed on or used on any parcel within said Brand Highlands at any time without the plans, specifications and location therefor having been first submitted to and approved in writing by the Architectural Control Committee. In the event that the Architectural Control Committee does not approve or disapprove the plans and specifications referred to in this paragraph in writing within forty-five (45) days following receipt thereof, the said plans and specifications shall be deemed to have been disapproved by the Architectural Control Committee.

8. **OUTSIDE STORAGE.** Personal property shall not be stored outside on premises.

A. **RECREATIONAL ITEMS.** Boats, snowmobiles, motorcycles, all-terrain vehicles, recreational vehicles, trailers or other items of personally shall not be stored outside on the premises.

B. **COMMERCIAL VEHICLES.** The outside storage or parking of commercial vehicles is expressly prohibited and any such vehicle shall be housed in a garage.

C. **MECHANICAL EQUIPMENT**. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be

shielded in such a manner as to minimize noise and safety concerns and shall be approved by the Architectural Control Committee.

9. **EASEMENTS**. No permanent building or structure shall occupy any of the area dedicated upon the plat for utility or driveway easements. Plantings within the utility easement are subject to removal upon determination of utility holding easement rights. All drainage easements may not be filled or elevation changed.

10. **ANTENNA, SATELLITE DISHES, SOLAR COLLECTORS.** No external television antenna or similar aerial collectors shall be erected or installed in Brandt Highlands without the prior approval of the Architectural Control Committee. No satellite dishes larger than 36 inches in diameter will be allowed. Any larger satellite dish, any additional satellite dishes and the location of any satellite dishes shall require the approval of the Architectural Control Committee.

11. **DRIVEWAYS**. Each Lot shall be improved by the Lot owner with a traffic bond driveway extending from the gravel edge of the private driveway to the garage and shall conform to Town of Cedarburg standards and the cost shall be borne solely by the owners of ech Lots. Within two years from the date of occupancy the approach between the Lot line and the private driveway shall be paved with asphalt. Notwithstanding the foregoing, a Lot owner may use other materials such as asphalt, concrete or stamped concrete or paving store or brick for decorative purposes on the driveway, if approved in advance by the Architectural Control Committee. A plot plan showing the location of the driveway shall be submitted to the Architectural Control Committee for its prior approval.

12. **MAINTENANCE**. Each owner of a parcel shall maintain, at his own expense, buildings, improvements and landscaping in good repair and a clean condition, including without limitation, the mowing of lawns, trimming of plants, re-painting and repair of structures, repairing of driveway and walk surfaces and such other measures so as to maintain a clean and orderly environment among the parcels subject to this Declaration, and in accordance with the declared general purposes of the Declarations. There shall be no brush piles, trash or unnatural accumulations of debris stored, accumulated or located on the parcels herein before described. In the event a Lot owner fails to mow and maintain his property, the Architectural Control Committee may cause such maintenance to be performed and charges therefore shall be a lien against the property in favor of the Association or its assigns.

13. **ACTIVITY SALES**. No more than one (1) garage, rummage or similar sale shall be conducted on any Lot in any one (1) twelve (12) month period and the duration thereof shall not exceed three (3) days.

14. **SIGNS**. No sign of any kind shall be displayed to the public view on any Lot except two professional signs of not more than a total area of two (2) square feet each, or one sign of not more than a total area of six (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten (10) feet from any side or rear Lot lines.

15. **UNDERGROUND WIRING**. Any telephone, electrical, cable or other utility wiring installed in, on or about subject premises, shall be installed underground only.

16. **ROOFING MATERIALS AND ROOF PITCH**. All roofs installed on a principle structure or garage shall consist of wood, steel, tile or three dimensional asphalt or fiberglass shingles. Dimensional

shingles must be approved by the Architectural Control Committee. Minimum roof pitch for the main portion of the home and garage shall be 8 foot vertical to 12 foot horizontial. A lesser pitch may be allowed on the rear of a home by the Architectural Control Committee on a case by case basis.

17. **LOT MAINTENANCE PRIOR TO CONSTRUCTION**. Lot owners shall be responsible to maintain their property in a reasonably neat appearance prior to the commencement of construction. If the Architectural Control Committee determines, in its sole discretion, that such maintenance is not being performed the Architectural Control Committee may cause such maintenance to be performed and the Lot owner shall be liable for the cost of such maintenance.

18. **FENCES AND OUTBUILDINGS**. Fences and outbuildings shall require prior approval of the Architectural Control Committee. The design, location, construction materials and size and height of fences and outbuildings shall be considered and the Architectural Control Committee may grant or withhold their approval of the same in their sole discretion.

19. **REZONED, SUBDIVIDED OR DIVIDED.** No portion of Brandt Highlands shall be rezoned, subdivided, or divided without the written consent of the Architectural Control Committee.

20. **PRIVATE DRIVEWAY, STORMWATER AND LANDSCAPE EASEMENTS.** The Developer has caused to be conveyed to the Assocation, the private driveway, stormwater easement and landscape easement areas shown on Schedule "A". The Assocation shall be resonsible for the repair, maintenance, upkeep and replacement of said the private driveway, stormwater easement, and landscape easement consistent with good practice and in compliance with the attached Private Driveway Agreement. Any costs so incurred shall be the responsibility of the Assocation, including any special assessments as provided herein.

21. **HOME OWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

A. **ESTABLISHMENT OF ASSOCIATION.** The Developer shall cause the Assocation to be established as a Wisconsin non-profit corporation with the Wisconsin Department of Financial Institutions.

B. **MEMBERSHIP.** Every Lot owner within Brandt Highlands shall be entitled, required, and deemed to be a member of the Association and shall be entitled to all the rights and privileges and subject to all of the obligations associated with such membership. If title to a Lot is held by more than one person, each of the persons shall be members; however, each Lot shall be entitled to one vote only. An owner of more than one Lot shall be entitled to one membership for each Lot owned by him/her. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of this Lot. No person or entity other than an owner or the Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a lien on a Lot.

C. **DEVELOPER CONTROL.** Until sixty (60) days after all Lots have been conveyed to purchasers by Developer, the Developer or persons authorized by it may appoint and remove the members of the board of directors and the officers of the Association and exercise the powers and responsibilities otherwise assigned by this Declaration of Restrictions to the Association and its officers.

D. **MEMBERSHIP ELECTION OF BOARD.** There shall be no formal meetings of the Association until such time as the Declarant's control of the Association, Board of Directors of the Association and the Architectural Control Committee has been terminated in accordance with these Deed Restrictions and the bylaws of the Association, except as otherwise determined by the Developer or if requested by the owners of one fourth or more of the votes entitled to be cast by the membership of the Association. Thereafter, not later than sixty (60) days after expiration of any period of control by the Developer, the members of the Association shall meet and Lot owners shall elect all members of the board of directors of the Association. Said board of directors shall also constitute the Architectural Control Committee. The corporation shall have a President, Vice-President, Secretary and Treasurer whose duties and/or responsibilities shall be consistent with their respective offices. The officers and directors may constitute the Architectural Control Committee.

E. **VOTING BY MEMBERS.** The members of the Association shall be all Lot owners including the Developer and they shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote.

F. **NOTICES OF AND QUORUMS FOR MEETINGS.** Written notice of meetings of the members of the Association shall be mailed to members at their homes not less than 10 days, but not more than 30 days prior to meetings of the membership. A quorum shall be a majority of the membership; provided, however, in the event such majority is not in attendance at such meeting at the time stated in the notice of the meeting for the meeting to commence, the meeting may be adjourned for up to one hour. If at that time a majority of the membership is not in attendance, the members in attendance shall be deemed to constitute a quorum and all actions taken at such meeting shall be effective and binding upon the Association and all members of the Association, provided that all other procedures comply with the organizational documents of the Association and any applicable law .

G. **COVENANT FOR ASSESSMENTS**. The Developer, for each Lot owned by it, hereby covenants, and each owner of any Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association such sums as may be properly assessed for the purposes provided in this Declaration of Restrictions if required to fulfill its obligations under this Declaration of Restrictions.

The assessments levied by the Association shall be used exclusively to pay for the maintenance of the Association maintained private driveway and the stormwater easement area.

The board of directors of the Association shall fix the annual assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action as authorized under the above paragraph shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than thirty (30) days in advance of the meeting. For so long as the Developer owns any Lots, in Brandt Highlands subdivision, the Developer shall solely determine the amount of the assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

The first annual assessment for a Lot shall be payable at closing of the initial purchase of a Lot from the Developer. The board of directors shall fix the amount of the annual assessment against each unit at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

All sums assessed to any Lot pursuant to this paragraph together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association.To evidence a lien for sums assessed pursuant to this paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin, within two years after the assessment becomes due. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner as mortgages on real property are foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

A release of lien shall be executed by the Association and recorded in Ozaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amounts secured by the lien created by this paragraph, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Any assessment not paid within 15 days after the due date shall bear interest from the due date at such rate as may from time to time be fixed by the Association but in no event at a rate greater than permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

A Lot owner shall have no right to vote at any meeting of the Association during all the time that an assessment against his Lot is unpaid for more than 15 days.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any unit shall not affect the assessment lien. The sale of a unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments upon confirmation of the foreclosure sale and final

distribution of all of the proceeds of the sale. As to payments which became due prior to the date of such sale, such unpaid assessments shall be deemed to be common expenses collectible from all of the Lot owners other than the foreclosure sale purchaser, his successor and assigns. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

H. **RELATION TO BYLAWS.** The provisions of this paragraph may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

22. **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the owners set forth in this Declaration of Restrictions, shall be responsible for the inspection, rebuilding, replacing, maintenance, upkeep, construction, improvement and snow plowing of the private driveway and stormwater easement area, including the subdivision signs and such other matters pertaining to any improvements within the subdivision as the board of directors shall determine. The Association may obtain and pay for the services of any person or entity to carry out the maintenance responsibilities described herein.

23. **ARCHITECTURAL CONTROL COMMITTEE**

A. **MEMBERSHIP**. So long as the Developer owns any Lots in Brandt Highlands, the Developer shall solely determine the amount of assessment of any of the Lots in the area commonly known as Brandt Highlands and including all phases of said subdivision, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by the Developer. At such time as the Developer no longer owns any of said land, the Architectural Control Committee shall consist of three (3) Lot owners elected by the membership with the owner(s) of each Lot getting one vote per Lot. Members of the committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the office of the Register of Deeds for Ozaukee County.

B. **PROCEDURES AND JURISDICTION ON MATTERS COMING BEFORE THE ARCHITECTURAL CONTROL COMMITTEE**. The vote of the majority of the members of the Architectural Control Committee shall be the controlling vote and shall be construed to be the vote of the entire committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within sixty (60) days after three (3) identical sets of plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as herein required by Section 4 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said subdivison. The Architectural Control Committee shall have exclusive jurisdiction to determine whether the area requirements of a one-story building or a two-story building apply to a particular proposed structure and shall likewise have the power, in its exclusive judgment and discretion to reduce the foregoing minimum requirements as to area, at finish grade elevation by not more than fifteen percent (15%) of the area hereinbefore specified. Any such action by such committee shall be final and conclusive.

24. **SPECIAL BUILDING LIMITS FOR ALL LOTS**. The boundaries of building envelope for all Lots in Brandt Highlands are shown on the final plat. These boundaries define the outer limits that are permitted for construction of a house. In the event the developer determines such limits are appropriate for subsequent phases of the subdivision and denotes such limits on the plats for those phases, such limits shall be similarly binding upon the owners of those Lots.

25. **FILLING RESTRICTIONS**. All Lot owners are required to cause the grading on their Lot to comply with the master site grading plan which is on file with the Town of Cedarburg. There shall be no filling within preserved woodlands or on steep slopes.

26. **CONSTRUCTION DEPOSIT**. At the time of closing on a lot, a construction deposit in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) ("Construction Deposit") shall be collected from the buyer and held in an escrow account by seller. This Construction Deposit is required to assure compliance with the terms and conditions of the Deed Restrictions, particularly those which deal with contractor cleanup, lawn damage, damage to street curbs, gutters or sidewalks, and that the lot owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the owner is unable to obtain compliance of its contractors rendering cleanup, installation, repair or replacement necessary by the seller, such costs will be deducted from the Construction Deposit. In the event no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the owner upon completion and first occupancy of the residence or after all landscaping, including retaining walls, is completed, whichever is later, within thirty (30) days of owner's written request.

27. **DURATION AND ENFORCEMENT**

A. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date this Declaration of Restrictions shall be recorded, after which time this Declaration of Restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of a majority of Lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same.

B. The following persons shall have authority to maintain an action for enforcement of these restrictions and covenants:

1. The Developer, so long as the Developer shall own any Lots or parcels within the subject subdivision or immediately adjacent thereto;

2. The Architectural Control Committee;

3. Any owner of a Lot or parcel in the subject subdivision affected by an alleged violation of these restrictions and covenants.

C. No action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within two (2) years after the completion of the building complained of, within two (2) years after the commencement of regulated or prohibited activity, or within two (2) years after the alotted time limit to complete the improvement. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no way affect any of the provisions herein contained which shall remain in full force and effect. Except the Developer, any person determined to have violated these restrictions and covenants shall be liable for all costs of enforcement, including reasonable, actual attorney fees to the person or persons incurring same.

28. **LOCAL ORDINANCES**. All Lots shall be subject to all statutes, ordinances, zoning laws and other restrictions of the Town of Cedarburg, U.S. Army Corps of Engineers, Ozaukee County and the State of Wisconsin applicable thereto. In the event of any conflict between these restrictions and any statutes, ordinances or municipal regulations, compliance with the more restrictive provisions shall be required.

29. **FAILURE TO ENFORCE NOT WAIVER.** Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default violation.

30. **RIGHT TO ENTER.** The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and if the Association so elects under this Declaration for the Purpose of performing obligations hereunder on behalf of a party in default hereof.

31. **RIGHT TO VARY.** The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

32. **LIABILITY OF DEVELOPER.** Each lot owner acknowledges and agrees that the Developer, in its capacity as the Developer of the Subdivision and in its capacity in controlling the Association and the Architectural Control Committee prior to Developer's turnover of control of the Association and the Architectural Control Committee to the Lot Owners, shall have no liability for any decisions made by it so long as such decisions are made reasonable and made in good faith and do not violate any laws. Once the Developer has turned over control of the Association and Architectural Control Committee to the Lot owners, the Developer shall hereafter have no liability whatsoever for any actions taken or not taken by the Association or the Architectural Control Committee. In no event shall Developer be liable for any costs, damages, expenses, fees, fines or losses incurred by or on behalf of the Association, the Architectural Control Committee or the Lot owners or for any damages shortfalls or losses Architectural Control Committee incurred or realized by or on behalf of the Lot owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association, the Architectural Control Committee or the Lot owners in connection with the Subdivision or this Declaration

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

34. **AMENDMENT**. Any of foregoing restrictions' protections, covenants, charges or provisions may be annulled, waived, changed modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the Lots and with the consent of the Developer as long as the Developer shall own any of the land in said subdivison.

35. **INTERPRETATION.** This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned has executed this agreement this 14th day of July, 2026.

EBL JOINT VENTURE

BY: _____
Donald A. Levy , Manager

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

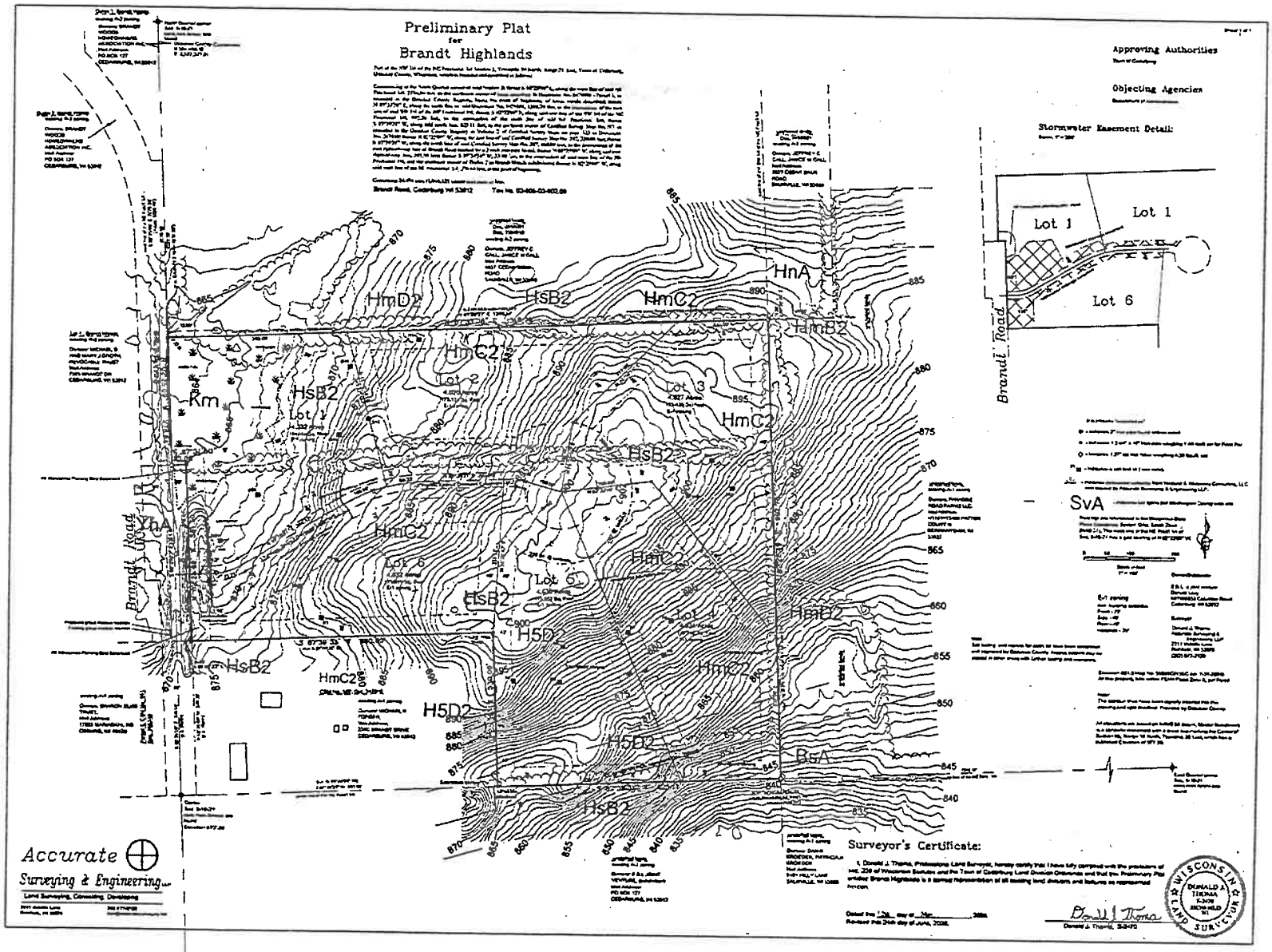
Personally came before me this 14th day of July, 2026, the above named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Brenda Wirth
Notary Public, State of Wisconsin
My commission: 4/11/29

BRENDA WIRTH NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by
Attorney Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012
(262) 377-5555

SCHEDULE A


Preliminary Plat
for
Brandt Highlands
Approving Authorities
Objecting Agencies
Stormwater Easement Detail:
Lot 1
Lot 1
Lot 6
Brandt Road
HmD2
HsB2
HmC2
HnA
HmB2
Km
YhA
H5D2
SvA
BsA
Surveyor's Certificate:
Accurate
Surveying & Engineering...
WISCONSIN
LAND SURVEYOR