08.17.22

THIRD AMENDED and RESTATED DECLARATION OF RESTRICTIONS and COVENANTS

THE GLEN AT CEDAR CREEK

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
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511 North Broadway,
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(See Exhibit B for Parcel Numbers)

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

THE GLEN AT CEDAR CREEK
City of Cedarburg, Ozaukee County, Wisconsin

THIRD AMENDED and RESTATED DECLARATION OF RESTRICTIONS and COVENANTS

RECITALS

A. The Glen at Cedar Creek is a subdivision (hereinafter referred to as the "Subdivision") located in the City of Cedarburg, Ozaukee County, Wisconsin, and more particularly described in the Plat of the Glen at Cedar Creek which was recorded with the Ozaukee County Register of Deeds on August 12, 2016 as Document No. 1037063 and the Plat of The Glen at Cedar Creek Addition No. 1 which was recorded with the Ozaukee County Register of Deeds on October 4, 2018 as Document No. 1069758, as revised by the Revised Certified Survey Map recorded with the Ozaukee County Register of Deeds on July 12, 2022 as Document No. 1138974

B. The developer and original owner of all of the lots and all of the common area of the Subdivision is The Glen at Cedar Creek, LLC (hereinafter referred to as the "Developer").

C. The Developer recorded The Glen at Cedar Creek Declaration of Restrictions and Covenants with the Ozaukee County Register of Deeds on August 12, 2016 as Document No. 1037060, and recorded the First Amendment to the Declaration of Restrictions and Covenants for The Glen at Cedar Creek with the Ozaukee County Register of Deeds on April 9, 2020 as Document No. 1092042, and recorded the Second Amendment to the Declaration of Restrictions and Covenants for The Glen at Cedar Creek with the Ozaukee County Register of Deeds on September 16, 2020 as Document No. 1101702. The August 12, 2016 Declaration together with the two Amendments are hereinafter referred to as the "Original Declaration."

D. In accordance with the provisions of the Original Declaration, upon the sale of the last lot in the Subdivision the Developer is required to transfer control of The Glen at Cedar Creek Homeowners Association, Inc. to the owners of the lots in the Subdivision. On December 30, 2021, the Developer sold the last lot in the Subdivision and has now conveyed all legal title and formally released any and all interests it has or may have had in all of the lots and all of the common area in the Subdivision and has transferred control and any and all interests it has or may have had in The Glen at Cedar Creek Homeowners Association, Inc. to the owners of the lots in the Subdivision.

E. The Glen at Cedar Creek Homeowners Association, Inc. now desires to amend and replace the Original Declaration and desires to subject all of the lots and all of the common area within the Subdivision to this Third Amended and Restated Declaration of Restrictions and Covenants for The Glen at Cedar Creek.

F. NOW THEREFORE, LET IT BE KNOWN that each and every person or legal entity owning or hereafter purchasing or owning or in any way taking possession of any lot in the Glen at Cedar Creek shall do so subject to the following restrictions and covenants, to wit:

SECTION 1 - DEFINITION OF TERMS

A. Capitalized terms in this Declaration shall have the meaning ascribed to them in this Section 1, and supplemented by the definitions set forth in the Bylaws. The definitions stated herein and in the Bylaws are equally applicable to both singular and plural forms of the terms defined.

B. "**Architectural Control Committee**" a/k/a the "ACC" shall mean the committee of the Association responsible for maintaining the aesthetic and structural integrity of the Subdivision. The purpose, structure and responsibility of the ACC are more specifically stated in Section 6 of this Declaration.

C. "**Assessment**" shall mean all assessments imposed by the Board to fund Operating Expenses and Capital Reserve Expenses, including Shortfall Assessments. Assessment shall also include a Special Assessment and an individual Assessment, as such Assessments are more particularly defined in the Bylaws.

D. "**Association**" shall mean The Glen at Cedar Creek Homeowners Association, Inc.

E. "**Board**" shall mean the board of directors of the Association.

F. "**Bylaws**" shall mean the Bylaws of the Association, as they may be amended from time to time.

G. "**Capital Reserve Expenses**" shall mean all non-operating expenses of the Association, as more particularly defined in the Bylaws.

H. "**City**" shall mean the City of Cedarburg, Wisconsin.

I. "**Common Area**" shall mean all of the Outlots, except any Outlot dedicated to the City, as shown on the Plat of the Subdivision recorded with the Ozaukee County Register of Deeds on October 4, 2018 as Document No. 1069758. Any Outlot that is dedicated to the City is specifically excluded from the Common Area.

J. "**Common Improvements**" shall mean those improvements located in the Common Area including, without limitation, improvements and appurtenances therein, apparatus relating to common utility services and public utility lines (except those owned by the applicable utility), the clubhouse building and swimming pool and all related pool facilities, the pergola patio and bocce court, silo, mailboxes, entrance sign, street signs, traffic signs, common parking areas, private roads (Outlots 11, 12 and 13 and the related curbs and gutters), common sidewalks and landscaping, the private sewer and drainage system, including, but not limited to, all structures mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and storm water retention ponds, fountains and aerators.

K. "**Declaration**" shall mean this Third Amended and Restated Declaration of Restrictions and Covenants for the Subdivision, as may be amended.

L. "**Developer**" shall mean The Glen at Cedar Creek, LLC.

M. "**Dwelling**" shall mean any building on a Lot, which is used and occupied as a primary or secondary single-family residence.

N. "**Guidelines**" shall mean the guidelines set forth in Section 4 of this Declaration.

O. "**Lot**" shall mean any one of the sixty-nine (69) residential lots in the Subdivision as shown on the Plat of the Subdivision recorded with the Ozaukee County Register of Deeds on October 4, 2018 as Document No. 1069758.

P. "**Member**" shall mean a member of the Association, as determined in accordance with the Bylaws.

Q. "**Operating Expenses**" shall mean all expenses of the Association incurred in the routine operation and maintenance of the Association whether occurring as a one-time expense, daily, weekly, monthly or annually, as more particularly defined in the Bylaws.

R. "**Outlot**" shall mean a parcel of land designated as an Outlot on the Plat of the Subdivision recorded with the Ozaukee County Register of Deeds on October 4, 2018 as Document No. 1069758.

S. "**Owner**" shall mean and refer to the person(s)or legal entity(ies) holding recorded legal title to a Lot.

T. "**Resident**" shall mean any person occupying a Dwelling as his or her permanent primary or secondary residence.

U. "**Rules and Regulations**" shall mean the Rules and Regulations of the Association, as they may be amended from time to time.

V. "**Subdivision**" shall mean The Glen at Cedar Creek.

SECTION 2 - PROPERTY SUBJECT TO THIS DECLARATION

The following property shall be subject to this Declaration:

The Glen at Cedar Creek, being a part of the Southeast 1/4 and all of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, including all of the Lots, Outlots, and improvements thereon, as more fully legally described in Exhibit A attached hereto.

SECTION 3 - GENERAL PURPOSE

The general purpose of this Declaration is to ensure that the Subdivision will remain an attractive residential community, and toward that end, to provide for desirable native prairie and wetland species and to preserve and maintain the natural beauty and wildlife habitat of certain open spaces and recreational areas within the Subdivision; to ensure that the Subdivision is well

maintained, manicured, and is harmoniously and aesthetically pleasing; to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such use of surrounding Lots as will detract from the value, usefulness, aesthetics and line-of-site capabilities of their Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious architectural design, and harmonious use of materials and color schemes; to encourage and secure the erection and maintenance of attractive Dwellings thereon, with appropriate locations thereof on Lots; and to secure and maintain proper spatial relationship of structures and Lot lines; all with the intent of maintaining and increasing the value of the Subdivision and each of the Lots in the Subdivision and to ensure that the Subdivision remains one of the highest and best residential developments in the City of Cedarburg.

SECTION 4 - LOT USE / BUILDING AND OTHER GUIDELINES

A. Lot Use and Residential Purpose: The Lots in the Subdivision are intended for and restricted exclusively to residential use, except that home-based businesses and home offices are permitted in a Dwelling subject to restrictions in the Rules and Regulations.

No buildings, outbuildings or other structures or improvements are permitted on a Lot other than the Dwelling, except for the exclusive list of permitted improvements set forth in Section 4 L. herein. The leasing or rental of all or any portion of a Lot, Dwelling, garage or driveway is not permitted, except leases from an Owner to the Association. Also, short-term and transient rental such as Airbnb, VRBO, and any other such arrangements are not permitted.

B. Dwelling Style and Height Restrictions: All Dwellings shall be ranch style and no Dwelling shall exceed (i) two (2) stories in height from the determined final Lot grade at the highest point of the Dwelling's foundation, nor exceed (ii) three (3) stories in height where one (1) floor elevation is set below the determined final Lot grade at the Dwelling foundation.

C. Dwelling Minimum Living Area: The minimum floor area of a Dwelling shall be no less than the following schedule, with all measurements taken from exterior walls:

Dwelling as set forth in B.(i) above – 1600 square feet
Dwelling as set forth in B.(ii) above – 1800 square feet

For purposes of determining the minimum floor area, all areas below grade shall be excluded. (Note: Other City zoning restrictions may apply)

D. Dwelling Maximum Living Area: The maximum floor area of a Dwelling shall not exceed 3,000 square feet on the first floor.

E. Attached Garage Required: Each Dwelling shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred forty (440) square feet and a maximum floor area of one thousand (1,000) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the Dwelling.

F. Bathrooms: Each Dwelling shall contain a minimum of two (2) full bathrooms.

G. Grading: Grading on Lots in the Subdivision must be completed in strict compliance with the master grading plan on file with the City. Deviations from the grading plan must be approved by the ACC and the City Engineer. The City Engineer will only approve deviations based on grading plans encompassing the general area, not just one Lot.

H. Exterior Building Materials and Colors: The exterior building materials of each Dwelling must consist of natural materials (brick, stone, wood), or cement board siding. Aluminum soffit and fascia are allowed. The variety of exterior materials and colors must be used consistently on all elevations of the Dwelling and shall be consistent and harmonious with the materials and colors used on the other Dwellings in the Subdivision. A maximum of two colors shall be used on the walls and trim and one color for doors. Use of exterior materials and exterior colors are subject to the prior written approval of the ACC.

I. Minimum Building Setback: The minimum front setback of any Dwelling or structure shall be twenty-five (25) feet. The minimum side yard setback shall be ten (10) feet. Each dwelling shall have a minimum rear yard setback of ten (10) feet. All setbacks must be verified with the City for compliance with City ordinances prior to submitting plans to the ACC for review. Variations from setback requirements may be allowed by the ACC if an appropriate governmental variance, if required, has been previously approved. Governmental approval does not mean the ACC must also approve, and the ACC may decline to approve a variation irrespective of the granting of a governmental variance.

J. Utilities: Electric, telephone, internet and cable television services are provided to each Dwelling through underground lines.

K. Street Lighting: In lieu of public street lights, there was installed in a location designed by the Developer at the time of construction of a Dwelling on a Lot, an outdoor electric lamppost with photoelectric controls with no override switch. The lamppost shall be maintained, by the Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by the Association, and the cost of such maintenance (including materials and labor) shall be an assessment against the Owner, payable within ten (10) days after the date of the assessment. Nothing may be done to encumber the emission of light from the lamppost.

L. Permitted Improvements: Other than the Dwelling, no buildings, outbuildings or other structures will be permitted on a Lot except the following exclusive list of permitted improvements, which require the prior written approval of the ACC.

(1) Buried low voltage electric animal fences;

(2) Pergolas;

(3) Berms;

(4) Deck structures constructed of wood, metal, or artificial wood products;

(5) Egress windows constructed of any materials if enclosing a window well and the window well walls are not visible when viewed at eye-level from the street;

(6) Patio sitting walls;

A. Constructed of natural stone, or;

B. Constructed of certain artificial modular stone product without changing so-called "tumbled stone" effect and variations in the dimensions of the stone; and

C. Constructed on or adjoining to the patio and does not extend beyond the dimensions of the patio; and

D. Shall not exceed a maximum of three (3') feet in height.

(7) Solar Panels: Subject to prior ACC written approval, solar panels may be placed on a Dwelling, but in any event, shall be placed and screened so as to minimize its visibility from the street and neighboring Lots.

(8) Electric Vehicle Charging Stations: Electric vehicle charging stations are prohibited in the Common Areas. Homeowners may install charging stations for their individual use only inside their garages.

(9) Screened Porches and Sunrooms: Screened porches and sunrooms are permitted on the rear of homes.

M. Windows: Exterior window shutters are not permitted on any Dwelling. Window casings and other trim features that are used on the front of the Dwelling and garage must also be used on windows on the sides and rear. In non-masonry openings, casings of at least four (4) inches in width must be used on all windows, attic vents and on all doors. Windows, doors and attic vents in masonry openings must have stone or brick sills and stone or brick soldier courses or corbels at the top, or other similar appropriate detail. The Association will require the placement of windows or other design features in walls that would otherwise be blank or without architectural feature. (Chimneys, bays, or other projections on a wall are not, by themselves, an architectural feature.) An attractive, balanced exterior design will take precedence over concerns about furniture arrangement. Windows may be vinyl or aluminum clad.

N. Doors / Roofs:

(1) Garage and service doors may be wood, steel or fiberglass and must have a raised panel or other decorative design.

(2) The composition and style of any replacement roof on a Dwelling shall be consistent with the current architecture and roofs of the other Dwellings in the Subdivision.

O. Masonry: There is no minimum brick or stone requirement. If masonry material is used on the exterior walls, it should, if possible, terminate only at an inside corner. In the event it is not possible to terminate these materials at an inside corner, the materials must then terminate at a corner board at least six (6) inches in width. If quoins or similar details are

used at outside corners, it will be acceptable to terminate the masonry by extending it around the corner the full width of the quoin. If stone (not brick) is used on exterior walls, it will also be acceptable to terminate the stone by extending it around a corner for a distance of at least one (1) foot. A "beltline" or "apron" of brick or stone may terminate only at either an inside corner or on a wing wall. Other exterior materials such as lap siding must also terminate at an inside corner or at a corner board at least six (6) inches in width.

P. Bay, Boxed-out Windows and Chimney Chases: Any bays, bay windows, boxed-out windows or other projections which extend down to the top of the foundation are prohibited. All chimney chases must have a foundation beneath.

Q. Additional Guidelines:

(1) Satellite Dishes: Satellite dish antennae may not exceed 39.37 inches. Any exterior antennae or satellite dishes, if possible, without interfering with reception, should not be mounted on the roof of a Dwelling and should be placed and screened so as to minimize its visibility from the street and neighboring Lots.

(2) Lot Line Drainage Swales: No planting, structure or other landscape feature of any kind shall be installed which would obstruct or interfere with Lot line drainage swales, or sub-surface drainage.

(3) Animals, Livestock, Poultry: Certain animals are permitted, subject to conditions, restrictions and prohibitions contained herein, and in the Rules and Regulations. No exotic animals or animals such as livestock or poultry are permitted. No more than a combined total of three (3) dogs and/or cats are permitted per Dwelling. No animals shall be kept for commercial purposes.

(4) Parking: Parking of vehicles in the Subdivision is subject to conditions, restrictions and prohibitions set forth in the Rules and Regulations. No outside storage of boats, vehicles of any kind or miscellaneous equipment is permitted.

(5) Signs / Flags: The placement of and type of signs or flags permitted in the Subdivision is subject to conditions, restrictions and prohibitions set forth in the Rules and Regulations.

(6) Window Air Conditioners: No window air conditioning units of any type are permitted.

(7) Nuisances: No noxious or offensive activity including, but not limited to offensive noise, smoke, dust, odors or similar offensive effects, or use of drones, shall be carried on in any Dwelling or yard area or in the Common Area; nor any activity which is or may become a nuisance or in any way detract from the peaceful and residential character of the Subdivision. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

(8) Zoning and Other Laws: In addition to the provisions set forth in this Declaration, the Subdivision shall be subject to all ordinances, zoning laws, building codes and

other regulations of the City, Ozaukee County and the State of Wisconsin, as they may be applicable ("Government Regulations") and such Government Regulations may be more restrictive than this Declaration. In the event that there is a conflict between the requirements of this Declaration and the Government Regulations, the more restrictive provisions shall apply.

(9) Vision Triangles: No planting, structure or other improvement shall be installed within "intersection vision triangle" areas, except as permitted by the City. Per City ordinance, such obstructions are not permitted between the heights of two and one-half (2 1/2) feet and ten (10) feet within the triangular space formed by two (2) intersecting streets at a minimum of fifteen (15) feet from their intersection.

SECTION 5 - HOMEOWNERS ASSOCIATION (HOA)

A. Purpose. The purpose of the Association is to fulfill the general purpose of the Declaration set forth in Section 3 and to act on behalf of the Owners and Members in performing the administration, operation and maintenance of the Subdivision including, but not limited to, maintaining and regulating the Common Area and Common Improvements in the Subdivision and assessing to each Lot an equal share of the Operating Expenses incurred by the Association and the funding of the Capital Reserve Fund.

B. Mandatory Membership. All Owners, who are individuals, and their spouses or Domestic Partners shall be required to become Members of the Association as provided in the Bylaws. Legal entities may not become Members of the Association. However, in the case of Owners who are legal entities, the legal entity shall be required to designate a Resident(s) of the Dwelling it owns to become Member(s) of the Association, as provided in the Bylaws.

C. Bylaws. The Bylaws shall set forth the structural and operational requirements for the Association including, but not limited to, annual, regular and special meetings of the Members and the voting process for Members and how and when a person becomes a Member; the composition of and the process for election of the Board, annual, regular and special meetings of the Board and the voting process of the Board; the appointment of officers of the Association; the establishment of committees of the Association; the preparation and adoption of an annual operational budget and an annual capital reserve budget; the imposition of annual Assessments and Shortfall Assessments; and the imposition of any Special Assessments which have been approved by the Members in such manner as provided in the Bylaws.

D. Assessments.

(1) Assessments provided for in this Declaration and in the Bylaws shall be due and payable, in such manner as provided in the Bylaws.

(2) Any Assessment (i.e. annual, shortfall, special, or individual) or installment thereof not paid within ten (10) days after the due date shall be subject to late charges as set forth in the Bylaws.

(3) If any installment of an Assessment (i.e. annual, monthly, shortfall, special or individual) becomes delinquent, the privilege of paying such Assessment in installments may, at the option of the Board, be terminated and (i) in the event of such delinquent installment of an Assessment, the entire Assessment for the remainder of the fiscal year may, at the option of the Board, be declared due and payable; and (ii) if such delinquent installment be of a Special Assessment, the entire Special Assessment may, at the option of the Board, be declared immediately due and payable and (iii) in either such event, such accelerated Assessment shall be considered delinquent.

(4) Prior to any conveyance of title of a Lot, all unpaid Assessments shall be satisfied in full. Upon the conveyance of title of a Lot, the new Owner shall be obligated for Assessments as of the date of conveyance of such Lot to the new Owner.

(5) (i) All Members shall be jointly and severally responsible for all Assessments; (ii) All Owners shall be jointly and severally responsible for all Assessments; (iii) All Members and Owners shall be jointly and severally responsible for all Assessments. The failure to pay Assessments shall also result in sanctions against the Members and Owners of the Lot, including, without limitation, suspension of voting rights and the prohibition from use of the common facilities of the Subdivision. Any Assessments due and payable shall be a personal liability, jointly and severally, of each Owner(s) and Member(s) of a Lot.

(6) In the event that all Assessments on a Lot are paid and current, the Association shall, within ten (10) business days of the receipt of a request, furnish to any Member a certificate signed by an officer of the Association stating that, as of the date of such certificate, all Assessments have been paid. The certificate shall be conclusive evidence that any and all Assessments therein stated have been paid. The Association may impose a reasonable charge for such certificate.

E. Collection of Unpaid Assessments.

(1) The Association expressly reserves its right to exercise any and all of its legal remedies (including the filing of a lien on a Lot and the foreclosure of a lien on a Lot) to recover the amount of any unpaid Assessments plus any costs of collection including the actual attorney fees incurred by the Association.

(2) In the event that the payment of an Assessment on a Lot is delinquent for a period of sixty (60) days, the Association may prepare and file a written notice of lien in the Office of the Clerk of the Circuit Court for Ozaukee County in any manner allowed by law at the time of such filing. Such lien shall secure the payment of any delinquent Assessments, late fees, interest, and all costs and expenses incurred by the Association in and/or related to the collection of such delinquent Assessments, including actual attorney's fees. The Association may also bring an action at law to recover a money judgment for delinquent Assessments and all other charges mentioned herein without waiving its rights under the Assessments lien. Upon full

payment by a Member of a Lot of all sums secured by the Assessment lien, the Association shall execute a release of the lien.

(3) Any encumbrancer holding a mortgage or other lien on a Lot may pay, but shall not be required to pay, any amounts secured by the Assessment lien, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such Assessment lien.

(4) In the event that the payment of an Assessment on a Lot is delinquent for a period of ninety (90) days, the Association may file a foreclosure action in the Ozaukee County Circuit Court in any manner permitted by law at the time of filing the foreclosure action.

SECTION 6 - ARCHITECTURAL CONTROL COMMITTEE (ACC)

A. The general desire of the Association is to assure that the Subdivision remains an attractive community. To this end, the Association desires (1) to ensure the most appropriate development and improvement of each Lot and the Common Area in the Subdivision; (2) to fulfill the general purpose of the Declaration set forth in Section 3 and to protect and maintain the aesthetic, structural, landscaping and harmonious integrity of the Subdivision; and (3) to ensure that any alterations, additions, or replacements to the exterior of a Dwelling or garage or to the yard area of a Lot will not negatively impact the value of any other Lots in the Subdivision or detrimentally impact the Subdivision as a whole.

B. In order to assure and facilitate the desires of the Association outlined in A. above, the Association has established the Architectural Control Committee (the "ACC"). Except as otherwise permitted in Section 6 C. below, each member of the ACC shall be an Owner or, if the Owner is a partnership, then a general partner of such Owner may be a member of the ACC and if an Owner, or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a member of the ACC, or if an Owner is a trust, then a trustee or designated beneficiary of the trust may be a member of the ACC. Residents of the same Dwelling may not serve on the ACC at the same time. In discharging their duties, the ACC may rely upon the advice of outside experts.

C. The ACC shall consist of not less than three (3) and not more than five (5) committee members as defined above and shall be selected by the Chair and approved by the Board. The Chair of the ACC shall be appointed by the Board. The Board shall have the option to name a non-Member property manager of the Association to the ACC. The term of office for persons serving on the ACC shall be two (2) years. Initially, the Board shall appoint one (1) committee member to serve a one (1) year term and two committee members to serve a two (2) year term. If any committee member shall die, resign, be unable to act or cease to be qualified as a committee member , the Chair, with Board approval, shall appoint a new committee member to serve the unexpired term of such committee member.

D. The ACC shall have the following duties:

(1) Managing the application and approval process for architectural and landscaping changes to Lots in the Subdivision or the Common Areas, including the evaluation and approval or disapproval of applications for alterations, additions and replacements to the exterior of Dwellings or to the yard area of a Lot. Any decision by the ACC will include an evaluation of architectural and landscaping compatibility, aesthetic and structural integrity, and also health, safety, welfare, preservation of property values and ensuring compliance with this Declaration and the Bylaws and/or the Rules and Regulations.

(2) Monitoring the Subdivision for violations of the Guidelines and other standards outlined in this Declaration and the Rules and Regulations and advising the Board of violations of such Guidelines and standards.

(3) At least annually, reviewing the Guidelines and the standards for adequacy and making recommendations to the Board.

E. Architectural and Landscaping Application and Approval Process:

(1) Prior to any architectural (including alterations, replacements or additions to the exterior surface of a Dwelling or garage) or landscaping changes to a Lot, a completed written Application for Approval (including plans, specifications, etc.) shall be submitted to the ACC for review and approval. If a permit from the City is required for any architectural or landscaping changes, any such architectural or landscaping changes must be approved by the ACC prior to applying for such permit from the City.

(2) Upon receipt of the Application for Approval, the ACC shall review and evaluate the Application and within fourteen (14) days from receipt of the Application (or, within fourteen (14) days of the ACC's receipt of any additional information it has requested) the ACC shall issue a written decision either approving or disapproving the requested changes. Any disapproval shall include an explanation of why the Application was disapproved.

(3) In the event of a disapproval by the ACC, the applicant shall have fourteen (14) days to submit an appeal for reconsideration by the Board. The Board shall review the Application and shall issue its written decision within fourteen (14) days of receipt of the appeal (or, within fourteen (14) days of the Board's receipt of any additional information it has requested). The decision of the Board shall be final.

F. A majority of the Members serving on the ACC shall constitute a quorum. Actions of the ACC shall be taken by a majority vote of the Members serving on the ACC.

SECTION 7 - SECTION 7 – COMMON AREA OWNERSHIP, USE AND ACCESS

A. Percentage of Ownership in Common Area. Ownership of a Lot in the Subdivision includes an undivided interest in the Common Area. The percentage of ownership that each Lot has in the Common Area shall be determined by dividing the number one (1) by the number sixty-nine (69). Such ownership rights shall be appurtenant to and shall run with the Lot.

B. Right to Ingress and Egress and Enjoyment. Each Member shall have the right to use the Common Area for all purposes incident to their use and occupancy of their Lot. Such rights shall extend to the Members and to their guests. The use of the Common Area and the rights of the Members and their guests with respect thereto shall be subject to and governed by this Declaration, the Bylaws and the Rules and Regulations.

SECTION 8 - REPAIRS AND MAINTENANCE

A. Individual Lots and Dwellings.

(1) Each Owner, at the Owner's expense, shall be responsible for keeping the Lot and Dwelling of the Owner, and all of the equipment, fixtures and appurtenances located on the Lot including, without limitation, the sprinkler system, the yard area (including proper watering of the lawn and landscape beds), plants, shrubs and trees located on the Lot, including those up to the edge of the curb of the road (other than the Association's responsibilities as set forth in B. (1) below), any patio, deck, porches, screened doors and screens on porches, awnings, driveways, concrete stoops and concrete walkways connecting a porch to the driveway, in good order, condition and repair and in a clean and sanitary condition and in compliance with this Declaration, the Rules and Regulations, and any applicable local laws and ordinances. If an Owner fails to discharge the obligations set forth herein, the Association may give the Owner 15 days' notice to do the needed work, and then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Owner and any costs incurred by the Association shall be the responsibility of the Owner. In addition, the Association may fine the Owner for the violation as set forth in the Rules and Regulations. If the costs borne by the Association or the fines assessed are not promptly repaid to the Association by the Owner, then the Board may assess an individual Assessment against the Owner for such costs.

(2) Owners shall not make any alterations, additions or replacements to the exterior of the Dwelling, garage, porch, patio or to the yard area of the Lot, without obtaining the prior written approval of the ACC, except for plants, trees, and shrubs which may be permitted under the Rules and Regulations.

(3) An Owner shall not perform, or allow to be performed, any act which will impair the safety of persons or property, or impair any easement or hereditament.

(4) Owners and Members shall be jointly and severally responsible for duties and responsibilities contained in Section 8. A.

B. Association Responsibilities

(1) The Association shall be responsible for the management and maintenance and control of the Common Area and Common Improvements and shall cause the Common Area and the Common Improvements to be kept in good, clean attractive and sanitary condition, order and repair. In addition to its stated Common Area and Common Improvements responsibilities, the Association shall be responsible for

snow removal for the sidewalks, front porches, and driveways for all Lots and the landscaping maintenance, including grass cutting and landscape bed care for all Lots.

(2) The Association shall also be responsible for any alterations, additions, replacements or improvements made to the Common Area and/or the Common Improvements.

(3) In no event, without the prior written approval of the ACC , shall any Member or guest perform, or allow any other person to perform, any maintenance on, or make, or allow to be made, any alterations, additions or replacements to the Common Area or the Common Improvements. Any damage caused to the Common Area or the Common Improvements as a result of such prohibited activity shall be the responsibility of the Owner and the Member and the Owner and the Member shall be jointly and severally responsible for any expenses incurred by the Association to repair such damage.

(4) Rain Gardens. There are rain gardens on Lots 12, 13 and 14 in the Subdivision. Rain gardens are designed to capture, slowly filter and manage storm water flow. The purpose for the installation of the rain gardens in Lots 12, 13 and 14 was to manage the flow of storm water into Outlot 2 of the Subdivision which is adjacent to the rear Lot lines of Lots 12, 13 and 14. Outlot 2 is a designated environmental area. Even though the rain gardens are not located in the Common Area, they are installed as a protection to a portion of the Common Area (Outlot 2) from excessive storm water flow. Therefore, in the event that a rain garden is damaged by a catastrophic event (and only in such event) and such damage has been determined by an independent expert or agency, to have created a materially negative impact on the storm water flow to Outlot 2, the Association shall repair the rain garden.

SECTION 9 - DESTRUCTION AND RECONSTRUCTION

A. Individual Dwellings.

(1) In the event of a partial or total destruction of a Dwelling, the Dwelling shall, subject to the prior written approval of the ACC, be repaired or rebuilt by the Owner as soon as practicable and with a similar design, plan and specifications as the original Dwelling.

(2) No replacement Dwelling is permitted without the prior written approval of the ACC.

(3) No Dwelling may be occupied until construction has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City.

B. Common Improvements.

(1) In the event of a partial or total destruction of a Common Improvement, the Association shall decide, by a vote of its Voting Members, as required under the Bylaws, whether or not to repair or rebuild the Common Improvement. Notwithstanding the foregoing, the Association shall, in any event, repair or rebuild the clubhouse or pool.

(2) In the event that the Association decides to repair or rebuild the Common Improvement, then the Association shall repair or rebuild the Common Improvement as soon as practicable. Before the commencement of any repair or reconstruction of a Common Improvement, the Members, by a vote of its Voting Members, as required under the Bylaws, shall approve the design, plans and specifications of such repair or reconstruction.

(3) In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of the repair or reconstruction, then any excess costs for such repair or reconstruction must be approved by the appropriate vote of the Members and such excess costs approved and incurred by the Association shall be imposed as an Individual Assessment.

C. Insurance.

(1) The Association shall obtain and maintain fire and broad form extended coverage insurance on the Common Improvements in an amount not less than the full replacement value of the Common Improvements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering non-conforming use and a Special Homeowners Association Endorsement. The Association's insurance coverage shall be written in the name of the Association as trustee for each of the Owners in accordance with their percentage of interest. Premiums shall be an Operating Expense. To the extent the Board determines it is reasonably possible, at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Owner, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board to conform to the requirements of full insurable replacement value.

(2) In the event of partial or total destruction of all or part of the Common Improvements insured hereunder, and the repair or reconstruction of the same, the proceeds of such insurance shall be paid to the Association as trustee, to be applied

to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds shall be deposited to the Capital Reserve Fund.

(3) The Association shall provide public liability insurance covering the Association in such amounts as may be determined at the discretion of the Board from time to time; provided, however, the amount of coverage shall not be less than five million ($5,000,000) dollars in combined primary, umbrella and excess coverage per single occurrence. The insurance coverage shall preclude the insurer's denial of an Owner's claim because of the negligent acts of the Association or any Owner. All premiums for such insurance shall be Operating Expenses. Owners shall have the right to insure their own Lot. The Association shall also provide workman's compensation insurance when appropriate, and shall provide directors' and officers' and Association committee members' liability insurance and fidelity bonds on such directors, officers, Association committee members and employees in such amounts and with such coverage as is determined by the Board to be necessary or advisable from time to time.

(4) All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

SECTION 10 - STORM WATER MANAGEMENT SYSTEM

A. The Developer and the Association entered into a Storm Water Management System Maintenance Agreement ("SWMSMA") with the City of Cedarburg (the "City"). As provided in Section 3 of SWMSMA, the Developer and the Association, (each the "Responsible Party") shall sequentially be responsible for maintenance of the storm water management measures contained therein.

B. The Responsible Party shall maintain the storm water management measures installed on all Outlots in accordance with SWMSMA and the approved storm water design prepared by Pinnacle Engineering and on file in the offices of the City.

C. The City is authorized to access the property to conduct inspections of storm water practices as necessary to ascertain that practices are being maintained and operated in accordance with the approved storm water plan.

D. The Responsible Party shall inspect and provide maintenance of each storm water management measure in accordance with the maintenance schedule set forth in Section 5 of SWMSMA and maintain records in accordance with Section 6 of SWMSMA. Such maintenance shall include, but not be limited to, removal of debris, cleaning culverts, maintenance of vegetative areas, maintenance of structural storm water management measures, aeration equipment and sediment removal.

E. Upon notification of the Responsible Party by the City of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the City.

F. The City is authorized to perform the corrective actions identified in the inspection report if the Responsible Party fails to make the required corrections in the specified time period. Under Section 7 of SWMSMA, the City is then entitled, in addition to all other remedies available under the law, to elect one of the following remedies: (1) to place the cost of the corrective action on the tax roll for the Responsible Party's property as a special charge pursuant to Wis. Stats. Sec. 66.0267, or (2) place the cost of the corrective action, prorated by the number of residential lots in the Subdivision, on the tax roll of each residential lot within the Subdivision as a special charge pursuant to Wis. Stats. Sec. 66.027.

G. Storm Water Facilities: The storm water retention basins that have been constructed in the Subdivision are required by the City to assist in removal of the sediment from and detention of storm water. The storm water retention basins are not intended to be used for swimming or recreational facilities. Any such use of the storm water retention basins is strictly prohibited. Anyone entering or using the storm water retention basins for a prohibited use does so at their own risk. By acceptance of a deed or other conveyance of a Lot in the Subdivision, each Owner and their respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the City, and the Association and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention basins. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the City, and its officers and directors, the Association and its officers, directors and committee members, and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention basins and rain gardens. Notwithstanding the foregoing, if any property damage occurs as a result of the Association failing to perform its duties or obligations as required by SWMSMA, no Owner (and its successors, assigns, heirs and personal representatives) is waiving any right of recovery for any such property damage.

SECTION 11 - SECTION 11 – GENERAL PROVISIONS

A. Initial Term and Extensions: The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date of this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument approved by the affirmative vote the Owners of at least sixty percent (60%)of all the Lots has been duly recorded terminating this Declaration in whole or in part.

B. Enforcement of Declaration: No Reversion of Title.

(1) The Association shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration, the Bylaws,

and the Rules or Regulations adopted by the Association, except that any Owner may proceed, at such Owner's expense, to file a legal action to enforce any such terms, conditions or provisions (other than for collection of Assessments against Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Owner for the Association to do so. Any Owner violating any of the terms, conditions or provisions of this Declaration, the Bylaws or any Rules and Regulations shall pay all costs, expenses and reasonable attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor any Member, director or officer thereof, shall be subject to any suit or claim by and Owner for failure of the Association to take any action requested by a Lot Owner.

(2) Each remedy set forth in this Declaration and/or in the Bylaws or the Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association.

(3) Under no circumstances shall any violation of this Declaration or of the Bylaws or the Rules and Regulations result in any revert or reversion of title to any Lot.

(4) After the original construction of all Dwellings and the completion of the landscaping on the Lots, no "as built" surveys were provided. Therefore, the actual lot lines between a Lot and any adjacent Common Area are not known and may not correspond to where the sodded grass ends and the prairie grass begins. Neither the Association nor any Owner shall attain any property rights by adverse possession to any of the property, if any, described in the previous sentence.

C. Quarry Adjacency: Lot owners should be aware that previously quarries were operated within close proximity of this Subdivision to the west and north. Quarries have operated in the area successfully for over 100 years and are regularly monitored by the Wisconsin DNR and Federal Mine Safety and Health Administration for water quality and dust control compliance. The closest quarry is to the west and is separated from the subdivision by a road, farmland area and a fence. This quarry is currently not actively mining. However, this quarry is now actively engaged in the reclamation process pursuant to a Non-Metallic Mining Reclamation Plan dated June 28, 2013 which reclamation may take a number of years to complete.

D. Invalidation: Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

E. Governing Law: The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

F. Dividing or Combining Lots Prohibited: No Lot shall be divided or combined pursuant to Stat. Sec. 13.I.69(n)(2)(d) of the City Code of Ordinances in effect as of the date of this Declaration.

SECTION 12 - AMENDMENTS

A. Amendment Rights: This Declaration shall run with the land and shall be binding upon all current Owners and all persons purchasing any Lot in the Subdivision after recording of this Declaration. Any of the herein restrictions, covenants or other provisions of this Declaration may be amended at any time, when agreed upon by the affirmative vote of at least sixty percent (60%) of all the Lots in the Subdivision.

B. Any amendment to this Declaration must be in writing, executed in such manner as to be recordable, setting forth such amendment, executed by the Board on behalf of the Association and recorded with the Ozaukee County Register of Deeds.

C. Effective Date: The effective date of any amendment of this Declaration shall be as of the date of recording of such amendment at the offices of the Ozaukee County Register of Deeds.

This Third Amended and Restated Declaration of Restrictions and Covenants complies with the requirements of the Declaration at Sections 11 B. and 12 A. in that it has been executed by seventy-five percent (75%) of the Lots in the subdivision.

-Signature pages to follow-

IN WITNESS WHEREOF, the Association has executed this Third Amended and Restated Declaration of Restrictions and Covenants this _____ day of _____, 202__.

GLEN AT CEDAR CREEK HOMEOWNERS ASSOCIATION, INC.

By: _____

_____, President

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This document was acknowledged before me by _____, as President of the Glen at Cedar Creek Homeowners Association, Inc. on this _____ day of _____, 202__.

_____
Notary Public, State of Wisconsin
My Commission:_____

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

As owner of Lot/address _____ in the Glen at Cedar Creek, I consent to the Third Amended and Restated Declaration of Restrictions and Covenants.

Signed: _____

Print Name: _____

Subscribed to and sworn to before me
on _____, 202__.

_____
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 in The Glen at Cedar Creek, together with an undivided interest in Outlots in The Glen at Cedar Creek and The Glen at Cedar Creek Addition No. 1, excepting Outlots dedicated to the City of Cedarburg, being a Subdivision of a part of the Southeast 1/4 and all of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 10 North, Range 21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
132560001000	W56 N1153 James Circle
132560002000	W59 N1159 James Circle
132560003000	W59 N1165 James Circle
132560004000	W59 N1173 James Circle
132560005000	W59 N1177 James Circle
132560006000	W59 N1183 James Circle
132560007000	N119 W5912 James Circle
132560008000	N119 W5880 James Circle
132560009000	N 119 W5852 James Circle
132560010000	N119 W5848 James Circle
132560011000	N119 W5826 James Circle
132560012000	N119 W5776 James Circle
132560013000	N119 W5754 James Circle
132560014000	N119 W5724 James Circle
132560015000	W56 N1176 James Circle
132560016000	W56 N1172 James Circle
132560017000	W56 N1162 James Circle
132560018000	N114 W5731 James Circle
132560019000	N114 W5755 James Circle
132560020000	W57 N1138 Kenzie Way
132560021000	W57 N1132 Kenzie Way

132560022000	W57 N1118 Kenzie Way
132560023000	W57 N1112 Kenzie Way
132560024000	N114 W5787 James Circle
132560025000	N114 W5837 James Circle
132560026000	N114 W5857 James Circle
132560027000	N114 W5879 James Circle
132560028000	N114 W5991 James Circle
132560029000	N114 W5997 James Circle
132560030000	W59 N1145 James Circle
132560031000	N114 W5886 James Circle
132560032000	N114 W5862 James Circle
132560033000	N114 W5844 James Circle
132560034000	N114 W5832 James Circle
132560035000	N114 W5784 James Circle
132560036000	N114 W5766 James Circle
132560037000	N114 W5746 James Circle
132560038000	N114 W5728 James Circle
132560039000	N119 W5739 James Circle
132560040000	N119 W5813 James Circle
132560041000	N119 W5835 James Circle
132560042000	N119 W5851 James Circle
132560043000	N119 W5877 James Circle
132560044000	W59 N1174 James Circle
132560045000	W59 N1170 James Circle
132560046000	W59 N 1164 James Circle

132560047000	N111 W5820 Carolyn Court
132560048000	N111 W5840 Carolyn Court
132560049000	N111 W5860 Carolyn Court
132560050000	N111 W5880 Carolyn Court
132560051000	N111 W5920 Carolyn Court
132560052000	N111 W5923 Carolyn Court
132560053000	N111 W5921 Carolyn Court
132560054000	N111 W5993 Carolyn Court
132560055000	N111 W5875 Carolyn Court
132560056000	N111 W5847 Carolyn Court
132560057000	N111 W5833 Carolyn Court
132560058000	N116 W5668 Lucas Court
132560059000	N116 W5642 Lucas Court
132560060000	N116 W5618 Lucas Court
132560061000	N116 W5590 Lucas Court
132560062000	N117 W5584 Lucas Court
132560063000	N117 W5578 Lucas Court
132560064000	N118 W5572 Lucas Court
132560065000	N118 W5517 Lucas Court
132560066000	N118 W5523 Lucas Court
132560067000	N118 W5561 Lucas Court
132560068000	N116 W5567 Lucas Court
132560069000	N116 W5575 Lucas Court