The association was incorporated in the state of Wisconsin and recorded (#5096) in the office of the register of deeds, Milwaukee County 20th February, 1967.

ARTICLES OF INCORPORATION
of
NORTH SHORE HEIGHTS HOMES ASSOCIATION, INC.
A NON-STOCK CORPORATION

The Undersigned, a natural person over the age of twenty-one years, acting as incorporator under the Wisconsin Non-Stock Corporation Law, adopts the following Articles of Incorporation for such corporation:

ARTICLE I
Name

The name of the corporation shall be NORTH SHORE HEIGHTS HOMES ASSOCIATION, INC.

ARTICLE II
Purposes

The purposes of the corporation are:

(a) To own and maintain the four outlots adjacent to the 39 lots platted as North Shore Heights Subdivision in the city of Mequon, Ozaukee County, Wisconsin, and such additional outlots or open space land as may be conveyed to the corporation in connection with additional subdivisions brought within its jurisdiction; to establish and maintain on such lands, suitable park, parkway recreational and planting areas and to build, erect and improve such recreational facilities on such lands as the corporation shall deem desirable.

(b) To care for vacant, unimproved or unkempt land, lots or building sites within the land hereinafter described and to remove grass, weeds, or any other unsightly growths,

structures or objects therefrom, and to do any other things necessary or desirable in the opinion of the Board of Directors of this corporation to keep the lots, trees, shrubs, other vegetation or any other things erected or placed in or upon the land hereinafter described, neat and in good order.

(c) To examine and pass upon plans and specifications for dwelling houses, homes, garages, fences, walls or other structures to be erected or maintained on any land or building sites within the land hereinafter described; to designated what areas of any lot may be occupied by any buildings or structures; to provide the distance that any building or buildings shall be placed from any street, drive, or the lot line, subject to the restrictions now created, or which may hereinafter be created for the land hereinafter described. The corporation shall carry out the foregoing through its Architectural Control Committee, as provided for in the By-Laws of the corporation.

(d) To determine the rate per building site of the annual charge to which each lot, plot or building site shall be subject; to levy and collect such annual charge as the corporation may deem necessary to carry out the purposes of the corporation, pursuant to the deed restrictions which are and may be hereinafter be recorded affecting the land subject to the jurisdiction of the corporation.

(e) To do and enforce all things that are necessary or proper to enforce, carry out and fulfill the general intent of such deed restrictions, and to make such rules and regulations and do and perform such acts as may be necessary or incidental to the health, comfort, safety or general welfare of the persons residing at the property hereinafter described.

(f) To do any and all things in furtherance of its work and which may be necessary, proper or convenient for carrying out of the purposes of said corporation.

The corporation shall exercise its powers in connection with the following property:

All of the platted residential building sites and outlots of North Shore Heights, a subdivision of a part of the Northeast 1 / 4 and Southeast 1 / 4 of the Northwest 1/ 4 of Section 25, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Together with any and all other real property which may hereinafter, through the operation of conditions, covenants, restrictions, easements, reservations pertaining to the same

or other documents, be placed under or submitted to the jurisdiction of this corporation by vote of the members at a meeting thereof, or written approval (without a meeting) of members owning at least 60% of the platted residential building lots over which the association then has jurisdiction.

ARTICLE III
Membership

Each owner of a platted lot in said land shall be a member of the association, and each member shall have one vote for each lot owned by such member. Membership shall terminate upon any member's ceasing to be an owner of a platted lot.

"Owner" shall include:

(a) The holder of record title to a lot, unless such holder is vendor under a recorded land contract.

(b) The vendee under a recorded land contract.

Where two or more persons are co-owners of a lot, the membership shall be joint and the right to vote may be exercised by any co-owner unless another co-owner objects, in which case the co-owners shall have a fractional vote in proportion to their record ownership.

Members who are delinquent in the payment to the Association of the charges, assessments and special assessments charged to or levied against their lot or lots shall not be entitled to vote until all such charges, assessments and special assessments, together with such reasonable penalties which the Board of Directors may impose, have been paid.

ARTICLE IV
Directors

The number of Directors of the corporation shall be fixed by the by-laws and in no event shall be less than three. The number of directors constituting the initial Board of Directors are five and the names and addresses of the directors are:

FIVE NAMES LISTED

The manner in which the directors shall be elected or

appointed shall be provided and governed by the By-laws.

ARTICLE V
By-Laws

The Board of Directors shall adopt the initial By-Laws. The By-Laws may be amended for the first three (3) years following their adoption by the votes of three-quarters (3 / 4) of all the votes eligible to be cast by members of the corporation, and thereafter by a majority of such votes.

ARTICLE VI
Principal Office

The location of the principle office of the corporation shall be 6227 West National Avenue, West Allis, Wisconsin.

ARTICLE VII
Initial Registered Agent

The name and address of the initial registered agent is:
Roberert Hoag
6227 West National Avenue
West Allis, Wisconsin

ARTICLE VIII
Incorporator

The name and address of the incorporator of this Corporation is:

Roy W. Arndt
710 North Plankinton Avenue
Milwaukee, Wisconsin

ARTICLE IX
Stock Dividends, Miscellaneous

The corporation shall not be operated for profit, nor shall it have or issue shares of stock. No dividend shall be paid and no part of the assets of the corporation shall be distributed to its members, directors or officers. The corporation may pay compensation in a reasonable amount to members, directors or officers for services rendered, and may

confer benefits upon its members in conformity with its purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 28 day of October, 1966.

Roy W. Arndt

The by-laws follow. As best as I can determine they were developed by the original board and modified and amended a few times subsequently. I have included all known changes and amendments.

BY-LAWS
of
NORTH SHORE HEIGHTS HOMES ASSOCIATION, INC.

ARTICLE I
Membership

1.01 The members of the NORTH SHORE HEIGHTS HOMES ASSOCIATION, INC. (hereinafter called the Association) shall be such persons (natural and corporate) as are stated in the Articles of Incorporation.

1.02 Any person claiming to be a member of the Association shall establish his right to membership to the satisfaction of the Association.

1.03 No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount, except to pay when due the charges, assessments and special assessments mentioned in the Articles of Incorporation and the Deed of Restrictions.

ARTICLE II
Voting and Voting Rights

2.01 As provided in the Articles of Incorporation, each member in good standing shall have one vote for each platted lot owned by the member. For the purpose of this Article II, a lot shall include only residential building sites, and shall exclude outlots not used for such purpose, regardless of ownership.

2.02 Members shall vote in person or by proxy executed in

writing by the member.

2.03 No proxy shall be valid after eleven months from the date of its execution.

2.04 A corporate members vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

2.05 Where directors or officers are to be elected by the members, such elections may be conducted by mail.

ARTICLE III
Meeting of Members

3.01 The annual meeting of the members shall be held at 8:00 P.M. on the first Monday of November (amended from October) of each year at the principal office of the Association or such other place in Ozaukee County or Milwaukee County, Wisconsin, as the notice of the meeting shall indicate.

3.02 Special meetings of the members may be called by the President, the Board of Directors, or by members having 1/ 10 th of the votes entitled to be cast at such meeting.

3.03 Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than (7) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association with postage thereon prepaid. In lieu of such notice, notice may be given by publishing the same once each week for two successive weeks in a newspaper of general circulation in the City of Mequon.

3.04 Members holding one-fourth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members. A majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum

is present, shall be necessary for the adoption of any matter voted upon by the members.

ARTICLE IV
Directors

4.01 The affairs of the Association shall be managed by the Directors of the Association who shall be six in number. As long as any of the developers of the property which is under jurisdiction of the Association on any lots which confer voting rights upon one or more of them, the directors need not be members, but when such developers cease to hold any voting membership, the director elected or chosen thereafter shall be members.

4.02 Directors shall be elected by the members. At the 1975 election, three directors shall be chosen to serve two year terms, and three directors shall be chosen to serve one year terms. Each year thereafter, three new directors will be chosen to serve two year terms. Vacancies may be filled at any time by a majority of the remaining directors. Each director shall hold office until his successor shall have been elected or appointed and qualified.

4.03 The Board of Directors may, by a resolution adopted by a majority thereof, designate one or more committees. Each committee shall consist of one director and any reasonable number of Association members. Each committee, to the extent provided in said resolution, shall have and may exercise, when The Board of Directors is not in session, the powers of The Board of Directors in the management of the affairs of the Association, except action in respect to election of officers or the filling of vacancies in The Board of Directors or committees created pursuant to this paragraph.

4.04 All meeting of The Board of Directors shall be held within Milwaukee or Ozaukee County, Wisconsin.

4.05 Meetings may be called by or at the request of the President or any two directors at such place as the person or persons calling the meeting shall designate, and if no place is designated the meeting shall be held at the principal office of the Association.

Amendment dated November 11, 1985: Substitute "location as designated by the President of the Association " for "principal office of the Association."

4.06 Notice of any meeting shall be given by oral or written notice delivered personally or mailed to each director at his business address at least 48 hours previous thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V
Officers

5.01 The officers of the Association shall consist of a president, one or two vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary. All officer shall be elected or appointed annually by The Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary and the offices of president and vice-president.

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

5.03 So long as the developers of North Shore Heights hold any property which confers voting membership in the Association, officers need not be members. Thereafter, all officers elected or appointed, except the secretary and assistant officers, must be members of the Association.
Amendment November 11, 1985: Change this section to read "All officers elected or appointed must be members of the Association."

5.04 A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by The Board of Directors for the unexpired portion of the term.

5.05 The President shall be the principal executive

officer of the Association and, subject to the control of The Board of Directors, shall in general supervise and control all the business and affairs of the Association. He shall, when present, preside at all meetings of its members.

5.06 The officers shall have such duties and functions as are generally held and performed by such officers in business corporations, and such additional duties and functions as may be established by The Board of Directors. Additional officers and assistant officers shall have charge of and shall perform such duties as may be authorized by The Board of Directors and assistant officers shall have charge of and shall perform such duties as may be authorized by The Board of Directors and assigned to them by The President.

ARTICLE VI
Charges, Assessments and Special Assessments

6.01 As set forth in the Deed Restrictions applicable to the property, the Association may assess a general annual charge and special assessments upon the property under its jurisdiction, for the purposes and in the manner specified in such Deed Restrictions.

ARTICLE VII
Architectural Control Committee

7.01 An Architectural Control Committee, which shall initially have three members (the "Committee"), shall be created and appointed by the Directors. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. In the event any vacancy or vacancies occur in the membership of the Committee (by reason of death, resignation, or otherwise) the remaining member or members by majority vote may fill the same, and until such vacancy or vacancies are filled the remaining members shall have and may exercise all the powers of the Committee. If at any time the Committee has no members, the members of the Association at a meeting thereof shall fill all vacancies upon the Committee. No member of the Committee shall be entitled to compensation for services performed as such. After the developers of North Shore Heights cease to be members of the Association, all members of the Committee shall be members of the Association. The

Committee shall carry out the duties assigned by, and intents and purposes of Deed Restrictions affecting the property which is subject to jurisdiction of the Association.

Amendment dated November 11, 1985: Change to read: "An Architectural Control Committee will be The Board of Directors. No member of the Committee shall be entitled to compensation for services performed as such. The Committee shall carry out the duties assigned by, and intents and purposes of Deed restrictions affecting the property which is subject to jurisdiction of the Association."

ARTICLE VIII
Amendments

By-laws may be adopted by the members or by The Board of Directors. By-laws adopted by the members may be amended or repealed by the directors, and any by-laws adopted by the directors shall be subject to amendment or repeal by the members as well as by the directors.

AMENDMENT I
Auditing Committee

1.01 An Auditing Committee shall be created for the purpose of reviewing the financial records of the Association.

1.02 The Committee shall consist of two members of The Association who are appointed by the President prior to the close of each fiscal year and who are not officers or directors of the Association for that year.

Amendment dated November 11, 1985: changes to a Committee of one member instead of two members.

1.03 The Committee shall review the books of account of the Association and the annual financial report prepared by or on behalf of the Treasurer to ascertain the accuracy and completeness of the books of account and annual financial report.

1.04 Upon completion of the review each of the Committee members shall sign and date the following statement which shall be attached to a copy of the annual financial report and presented to the President at least 2 weeks before the annual meeting.

"We have reviewed the books of account of North Shore Heights Homes Association, Inc. and this financial report and find the information to be correct and complete."

Signed _____

Amendment dated November 11, 1985: Verbiage changed: "I" Substituted for "we".

1.05 If the financial report is found not to be correct and complete or the books of account are not found to be in order, the Committee shall report same to the President in writing immediately upon the discovery, and the President shall take such action as is necessary under the circumstances.

1.06 The members of the Committee shall be appointed for a one year period but the same members may be appointed each year without restriction at the discretion of the President.

AMENDMENT II
Nominating Committee

2.01 At least six weeks prior to the Annual Meeting, the three members of The Board of Directors who are completing their terms of office will select a Nominating Committee consisting of three Association members.

2.02 Members of the Nominating Committee will declare that they themselves have no intention of being candidates in the ensuing election.

2.03 A slate of no less than five candidates, from which three directors are to be elected, shall be presented to the voters at the Annual Meeting. A fair method of selecting candidates shall be determined by the members of the Nominating Committee.

AMENDMENT III
Outlot Planting

Originally published as a stand-alone document as Amendment to Article VII of the By-Laws, passed at the November 1997 Annual Meeting. Outlot planting by homeowners is permitted with Board approval only. No hedges or bushes shall be permitted extending lot lines or restricting access of other homeowners to that area. It is recommended that the Board seek the opinion of direct neighbors at time of planting before approving outlot planting.

AMENDMENT IV
Storage Outbuildings

Approved by a majority mail in ballot vote of the membership of North Shore Heights Homes Association, Inc. in May, 2021 and modified by the Board of Directors in November, 2021 to increase the maximum

size allowed from 100 square feet to 120 square feet. This amendment is intended to clarify the position of the Board of Directors (Architectural Control Committee) on storage outbuildings as it relates to Article VII of the By-Laws, Articles of Incorporation ARTICLE II (c) and Deed Restrictions ARTICLE II Sections 2.2 & 2.3.

NSHHA Inc. Storage Outbuilding Policy and Restrictions

Storage outbuildings will be allowed in the North Shore Heights Subdivision subject to the following restrictions:

1. Homeowner must submit to the NSHHA Board of Directors a detailed plan prior to proceeding with any construction. The submittal shall include design details of the structure, a proposed placement plan, plus verification that the project has been reviewed with all adjacent lot owners.
2. Maximum building size will be limited to 120 square feet.
3. Metal buildings will not be permitted.
4. Submittals from any property currently being rented will not be considered.
5. Storage outbuildings must be new. Used structures will not be permitted.
6. The exterior elements (i.e. style, color, and roof profile) shall be complementary to the main structure and consistent with the overall look of homes in the subdivision. No structure with a shape similar to a typical barn as seen on most farms will be allowed.
7. The structure must be placed on either a concrete pad or stone base.
8. Minimum setback from all lot lines must be not less than 10 feet.
9. The final approval resides entirely with the NSHHA Board of Directors.
10. The City of Mequon requires that a permit be obtained before installing all storage outbuildings. However, for structures which are 120 square feet or less in size the City leaves approval entirely to the discretion of the Homeowners Association.
11. The completed structure may include limited but suitable landscaping to enhance the look of the structure.
12. Once the outbuilding is in use, no material of any kind shall be stored outside or against the storage outbuilding.

[Retyped Copy]

Deed Restrictions for North Shore Heights executed by Ozaukee Investment Corp., dated February 20, 1967 and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on January 26, 1968 in Volume 228 of Records at page 599, as Document No. 220161, reciting as follows:

220161

DEED RESTRICTIONS
For North Shore Heights

THIS DECLARATION, made this 20 day of February, 1967, by Ozaukee Investment Corp., a Wisconsin corporation, hereinafter called the "Developer",

WITNESSETH:

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

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

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

ARTICLE I

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

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

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that the Subdivision and the remainder of the Developer's property surrounding it will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by

the Developer and the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

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

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

2.5 Building Location. In lieu of predetermined setbacks and offsets, a building may be located anywhere on a lot where expressly approved by the City of Mequon Plan Commission pursuant to the procedures hereinafter mentioned. The Developer may apply for such approval by submission of an overlay to the plat of the Subdivision showing the buildable area of all or certain of the lots, and approval of such overlay shall constitute approval of the location of buildings to be constructed within the buildable area so shown. In the absence of approval in such manner, there shall be submitted to the Plan Commission a Site Plan showing the precise location of each building or structure. The Plan Commission may delegate its building location approval to such responsible agent as it may see fit.

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

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

2.8 Effect of Approval. Upon approval of the building plans, specifications and the plot plan by the Architectural Control Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within one year after the last such approval has been given. In the event said Committee, or its designated representative, fails to act upon said plans and specifications within thirty days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

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

2.10 Maintenance Duties and Easements. When a building in conformity with the forgoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing or otherwise maintaining it. When the eave or some other part of such building, but not its base extends to the lot line, then the owner of the adjoining lot shall have the right and obligation to maintain the area between the base of the building and that part of the common lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purposes of this paragraph.

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

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

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

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

2.15 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

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

2.17 Antennae. No external television or similar aerial shall be erected without the prior approval of the Architectural Control Committee.

2.18 Nonliability of City. The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have not right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified or repealed without the consent of the Common Council of the City of Mequon.

ARTICLE III

Architectural Control Committee

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

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

to the registered agent shall constitute submission of the same to the Committee for all purposes under this Declaration.

ARTICLE IV

Charges, Assessments and Special Assessments

4.1 General Annual Charge. All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of 6% per annum from February 1 of such year until paid in full.

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

4.3 Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments levied by the Association pursuant to this Article IV, which are unpaid by February 1st of the year in which due, and any charge levied by the City for maintenance of the open space pursuant to Section 2.9 hereof, which charge is not paid at the due date specified by the City in its statement therefore, shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the exclusive right and power to collect or enforce the collection of all charges, annual assessments and special assessments imposed by it by reason of this Article IV, and shall have the exclusive right to bring any and all actions and proceedings for the collection thereof and for the enforcement of liens arising therefrom. Any liens securing unpaid charges, assessments or special assessments arising by virtue of this Article IV shall be subject and subordinate to the lien of any mortgage, whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing here contained shall prevent or impede the collection of lawful charges, special assessment and similar taxes by the City.

ARTICLE V

5.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under Developer for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be

automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of the lots subject hereto for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.

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

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

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

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

Originally signed by Ozaukee Investment Corp:
Robert W. Hoag, President
Thomas G. Moeller, Secretary

Thomas G. Moeller
Delores Moeller

And for the Common Council, signed by
James F. Egan, Mayor
Walter M. Andersen, City Clerk

Document No. 220161 Deed Restrictions for North Shore Heights

Amendment to Deed Restriction: Article IV, section 4.1

Background:

From time to time the Association has had collection problems with some of the members relative to payment of assessments. Within the framework of the Deed Restrictions, the only recourse for late payment was to charge 6% interest per annum on the unpaid balance. The Deed Restriction also provides for an automatic lien on the property with that lien subordinate to any existing mortgages.

The Association Board of Directors at a Board Meeting held August 6, 1988 voted unanimously that the Deed Restrictions be amended to raise the interest rate that can be charged a delinquent member to the highest legal rate allowed. This would allow the Association to charge up to 1.5 per month interest. This was communicated to the Association members by Karl F. Gengler, Association President, and an amendment to the Deed Restriction was voted on by the membership. A total of 40 votes were received with 37 voting yes and 3 voting no. A minimum 90% yes vote was needed to pass the amendment, so the amendment passed. This was reported at the 1988 NSHHA Annual meeting held November 7, 1988.

AMENDMENT to Deed Restrictions, Article IV, section 4.1:

The amendment changes the last sentence in Article IV.4.1 to read as follows:

"Such charges or assessment shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessment shall bear interest at the highest legal rate per annum allowed from February 1 of such year until paid in full as stated in Wisconsin statute 138.05."