1/31/25 Revision

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING THE MALLARD SHORES SUBDIVISION IN RACINE COUNTY, WISCONSIN

This Declaration is effective this 31st day of January, 2025 and is made by members of the Mallard Shores Property Owners Association in the City of Racine in Racine County, Wisconsin.

The Mallard Shores subdivision was developed in a manner to take full advantage of Mallard Lake and its picturesque landscape, and to provide a planned community development in which only homes of high architectural standards of traditional design would be constructed. This present Declaration is made for the purpose of carrying out such purposes and to assure the present and future owners of the real property located in Mallard Shores of the continuance of such high standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto to be bound by these protective covenants, the parties hereto do herby impose upon the lands comprising Mallard Shores the following Conditions, Covenants, Restrictions, and Easements hereinafter set forth, which shall insure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. General Purpose

The general purpose of this Declaration is to help assure that Mallard Shores will become and remain an attractive development, and toward that end to preserve and maintain the natural beauty of certain open spaces and recreations areas to be owned or leased by one or more nonprofit and nonstock Wisconsin corporations; to ensure that best use and most appropriate development and improvement of each building site; to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property; to guard against the erection on building sites of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to ensure the highest and best residential development of said property; to encourage and secure the erection of attractive buildings designed and built in accordance with a traditional theme; to secure the appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; and to secure and maintain proper setbacks from streets.

2. Termination or Amendment

The Conditions, Covenants, Restrictions, and Easements contained herein are to run with the land known as Mallard Shores and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions, and Easements shall be automatically extended for successive

periods of ten (10) years, unless the record-title owners of two-thirds (2/3) or more of the lots in Mallard Shores shall:

a) Execute a written document modifying, amending, or rescinding these conditions, covenants, restrictions, and easements or any one or more of them in whole or in part; and

b) Record such document in the Office of the Register of Deeds of Racine County, Wisconsin.

3. Nonprofit Nonstock Corporation

All record-title lot owners shall be members of a nonprofit nonstock Wisconsin corporation, hereinafter referred to as the "Corporation", which shall maintain all open spaces in common areas and perform such other duties and/or responsibilities as may from time to time be assumed by it. All costs incurred by the Corporation shall be paid by the members through charges and/or fees assessed or levied by the Corporation. The Corporation shall be established and incorporated by the Owners. The Articles of Incorporation, Bylaws and any other related corporate documents shall contain such terms and provisions, and shall grant and/or impose such rights, duties, responsibilities, obligations and liabilities with respect to the Corporation and/or its members, as the Owners may specify.

4. Severability

Invalidation of any one of these Conditions, Covenants, Restrictions, and Easements by judgement of other court order shall not in any way effect any of the other provisions which shall remain in full force and effect.

5. Architectural Control

In the interests of promoting attractive design, it is required that all homes be designed by a professional home designer or architect. No structure shall be erected, placed, or altered in any lot until the building plan 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 plan structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevation, driveways, and planning by the Corporations Architectural Control Committee (ACC), or any a representative designated by a majority of the members of said Committee. Such plans and specifications shall be submitted to and approved by the Architectural Control Committee or its said designed representative prior to any application being made to the City of Racine for a building permit.

The following types of homes constructed on the lots indicated shall have the following square feet in area:

a) A single story home constructed on lots abutting on Mallard Lake shall have a minimum of Two Thousand (2,000) square feet in area, and a single story home constructed on lots not abutting on Mallard Lake shall have a minimum of Eighteen Hundred (1,800) square feet in area.

b) A one and one-half (1 ½) story home shall have a minimum of Two Thousand Two Hundred (2,200) square feet in area, with a minimum of One Thousand Three Hundred (1,300) square feet in area on the first floor;
c) A two story home shall have a minimum of Two Thousand Two Hundred (2,200) square feet in area, with a minimum of One Thousand Two Hundred (1,200) square feet in area on the first floor;
d) A split level home shall have a minimum of Two Thousand Two Hundred (2,200) square feet in area.

Except for split level homes, any floor space located below grade shall not be included when computing the required minimum square footage of a home.

Because of the limited number of home sites available, each home is to have its own unique character. All residences shall be custom built in traditional period design and shall have roofs constructed of wood shingles, dimensional asphalt shingles, tile, slate or be approved by the Architectural Control Committee. Any change in roof shingle color or type must be approved by the ACC.

Any change in color scheme or external appearance of the home must be approved by the Architectural Control Committee.

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 significant adverse effect on the property values in the neighborhood.

All materials used for the exterior of all structures (including any replacement of the same or addition thereto) shall be:

a) New and unused;
b) Walls and gable ends shall be of stone, brick, wood or glass, and no manufactured imitation of any such materials (such as aluminum or vinyl siding) shall be used on the first floor or less than Seven (7) Feet above the grade. The use of such manufactured imitation materials, however, may be authorized by the Architectural Control Committee when, in its sole discretion, such use will not under the particular facts and circumstances in question, be inconsistent with the general purposes and intentions of this instrument.

In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alternations or to require the removal thereof has been commenced within one year from the date of completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

6. Landscape Architectural Control

A landscape plan showing the proposed development of the entire lot shall be submitted to the Corporations Architectural Control Committee for approval within Two (2) Months after commencement of constructions. Adequate surface drainage shall be installed and evidence of

substantial progress in carrying out the approved landscape plan shall be shown to said Committee with Twelve (12) Months after the landscape plan has been approved by said Committee.

No living trees having a trunk diameter of Five (5) Inches or more shall be removed from any lot without the prior written consent of the Architectural Control Committee, or unless such removal was expressly noted and indicated on the building plans and specifications submitted to and approved by the said Committee.

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the subdivision, or in the alternate, reduced to firewood within Ninety (90) Days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. All dead trees and shrubs should be removed and disposed of within Ninety (90) Days of dying.

No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the subdivision boundaries without the consent of the ACC or its designated agent.

7. Building Location

Subject to approval by the Corporations Architectural Control Committee, structures may be located anywhere on a lot providing that such location is:

a) In compliance with all applicable municipal zoning codes and ordinances; and
b) In any event, provided further that no structure or part thereof shall be erected nearer than Twenty-Five (25) Feet from the front lot line nor nearer than Fifteen (15) Feet from side lot lines and Forty (40) Feet from rear lot lines of any lot within the subdivision.

No driveway may be located less than Twenty (20) Feet from any adjacent property driveway. No structure or part thereof erected upon any corner lot in the subdivision may erected nearer than Twenty (20) Feet from the lot line adjacent to street located at the side of such building. No lot within Mallard Shores may be further divided than as designated in the subdivision plat.

The Corporations Architectural Control Committee may also grant a special exception to the specific minimal restrictions where literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the planned community development of Mallard Shores, significantly adversely affect the value of any lot within Mallard Shores, or be in violation of any applicable governmental laws, ordinances, rules or regulations.

8. Property Maintenance

To continue the upscale image consistent with the design of the Mallard Shores subdivision, the expectation is that houses and landscaping will be kept in well maintained condition. This includes routine painting, roof replacement, window replacement, landscape renovation, driveway repair and repair or replacement of other routine wear items.

9. Garages, Driveways and Service Walks

A Two (2) or Three (3) car garage shall be constructed on a building site and shall be directly attached to the residential structure. No construction of any apron for the purpose of storing any vehicle shall be permitted.

Driveways are to be surfaced with concrete, blacktop or brick. Any change in driveway area or configuration must be submitted for ACC approval prior to construction. Driveway replacement work must be completed within 30 days unless a time extension is approved by the Architectural Control Committee.

10. Utilities, Antennas, Poles and Alternative Energy Source Equipment

All electric light, telephone lines, television services lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. Broadcast receptors such as antennas and dishes are allowed but may not exceed 28" in diameter and must be mounted on the roof or siding on the back half of the house away from the street. Exceptions to this may be granted in writing from the ACC.

Installation of any alternative energy source equipment on the exterior of the house or anywhere within the yard is only allowed with approval of the ACC.

11. Hedges and Fences

a) No hedges over Five (5) Feet in height shall be permitted on any lot except the rear lot line.
b) Refuse cans, fire wood, or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice fence or sufficient height to conceal the same but no higher than Five (5) Feet, by shrubbery of sufficient density to accomplish the same purpose, or other appropriate fencing.
c) No hedge may extend to a point nearer to the street on which the house fronts than the front line of such house.
d) No fence shall be permitted to extend nearer to any street than the front foundation line of the principal structure. Plans and specifications for all fences must be submitted to the Architectural Control Committee, and the type, nature, location and manner of installation must be approved in writing by the said Committee prior to the installation of any fence.

12. Pets

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets in compliance with City of Racine ordinances. No separate outbuilding or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet. Per City of Racine ordinances, all owned pets must be on the residents property or on a leash.

13. Property Occupancy

The intent is that all properties be owner occupied residences. Property rental requires prior approval of the ACC, and will be approved for specific time periods until subsequent re-occupancy or

sale by the owner. When rented, the property owner continues to be responsible for property compliance to all Mallard Shores Property Owners Association Declarations. Existing rental contracts at the time of approval of this revision are grand-fathered.

14. Noxious, Offensive or Dangerous Activity

No noxious, offensive or dangerous activity of any kind may be conducted upon any lot, nor may any trade business or trade work be carried on, and generally no activities may be conducted which constitute a nuisance to other owners of lots within the subdivision. No exterior lines or cables, including retractable lines for drying laundry, are permitted. Incessant outside dog barking is unacceptable. When using floodlights, the lights shall be directed to the ground on the property owner's lot and not directed toward neighboring properties.

15. Signs and Flags

Only home "For Sale", congratulatory or holiday signs may be maintained upon any lot in the subdivision. Political, promotional, contractor, activity/event signs are not acceptable. "For Sale" signs should not exceed 6 square feet. No more than 2 rider signs bearing the name, address, or both of the resident occupying such lot or sale information may be added to a sign. Individual "Rider" signs can be no greater than Six (6) Inches high by Twenty-Four (24) Inches wide. The "For Sale" and all "Rider" signs must be one contiguous sign mounted on a single post or saw horse type frame.

a) Home "For Sale" signs should be removed within 30 days of the home sale.
b) Congratulatory signs can be displayed for up to 4 weeks.
c) Holiday signs can be displayed up to 2 months before the holiday and should be removed by 1 month after the holiday.
d) Banners are treated as signs.

Flag displays are limited to United States, State, Military Branch, Municipal Locality and sports teams. All flags should be in good condition and displayed in a well-maintained manner. No flag should exceed 3' by 5'.

16. Garage, Yard and Rummage Sales

The association membership may designate one or more Friday-Sunday weekends each year for residents that would like to have a sale. The Association may post no more than one general yard sale sign at each entrance to the subdivision. Residents can post one sign on their property, Friday through Sunday, noting the event. Display structures/tables and all items for sale must be on your property and setup before Friday and must be removed by Sunday night.

17. Swimming Pools

No above-ground outdoor swimming pools shall be permitted, except as identified immediately below. Installation of any in-ground swimming pool will require ACC approval and must be in compliance with all City of Racine ordinances.

The Association allows small 'kiddie' pools which must not exceed 18" tall and 8' in diameter (depth at which City pool ordinances are applied). Pools with filtration systems are not acceptable. There is a 7-day limit including setup and take down with storage out of sight when not in use.

17. Exterior Structures

Outbuildings in any form are prohibited. Playsets are acceptable if safe and legal and are maintained in like new condition.

18. Outdoor Storage; Parking

There shall be no outdoor storage of any personal property unless otherwise expressly allowed in this document. This prohibition shall include, but not in any manner limited to, any outdoor storage of boats, campers, trailers or any other type of vehicle. Limited short term parking of boats, campers, trailers, vehicles under repair or any other such property is allowed but shall not exceed two consecutive days with a minimum of three consecutive days between parking occurrences. Vehicles with business lettering or identification cannot be routinely parked on driveways without ACC approval. To maintain the ambiance of the subdivision, parking of this kind of vehicle on subdivision streets is discouraged. City of Racine parking ordinances also apply to the extent they are more restrictive.

One or more of the cul-de-sacs located in the subdivision have been constructed with parking spaces for motor vehicles. The use of such parking spaces is intended for visitors of the residents of the subdivision. No resident of the subdivision shall park his/her motor vehicle in such cul-de-sac parking spaces for more than three (3) consecutive days with twenty (20) days between occurrences except upon approval by the ACC.

19. Open Space Easements

The recorded plat of Mallard Shores identifies certain areas as outlots which are subject to certain perpetual easements. These areas shall be restricted to the aesthetic, recreational, and cultural enjoyment of the owners of residential lots within the subdivision, and the use of such areas shall be regulated and controlled by the Corporation.

20. Exterior Lighting

The owner of any lot, upon the construction of his or her residence thereon, shall at such time of construction also erect and shall thereafter maintain on said lot an electric photocell street lamp post or structure located no closer to the front lot line than Ten (10) Feet and no further therefrom than Twenty (20) Feet. Each street lamp post or structure shall have one or more globe light fixtures or an alternate design submitted to the Architectural Control Committee and approved in writing. Photocell or other controlled lighting must be white and on from dusk to dawn. Holiday lighting and displays must be removed within 90 days following the holiday.

21. Membership - Architectural Control Committee

The Architectural Control Committee shall exist and function as specified in the By-Laws of the Corporation and as specified in this document.

22. Procedure - Architectural Control Committee

The Committees approval or disapproval as required in these covenants shall be put in writing. In the event the Committee or its designated representative fails to approve or disapprove within Forty-Five (45) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or require its removal has commenced within One (1) year of the date of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. Modification

This Declaration can be amended at any time by the execution by the owners of two-thirds (2/3) of the residential lots in Mallard Shores, the approval of which shall take effect from the date of recording thereof.

24. Rules and Regulations

The Corporation allows the establishment of Rules and Regulations to further clarify and expand on these Declarations.

25. Enforcement

The Corporation shall have the sole right to enforce the provisions hereof by proceeding at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration either to restrain violation or recover damages or both. In the event of failure of the Corporation to institute an enforcement proceeding within Six (6) Months from the commencement of a violation, any of the lot owners in Mallard Shores shall have a concurrent right to enforce the provisions hereof provided, however, that he/she first submit written notice by certified mail to the Corporation and Thirty (30) Days expire without the Corporation's commencing legal action, and further provided that such enforcement be at his/her own cost and expense.

Should a violation of declaration or restriction occur, the President of the Association or their designee will notify the member in writing with specifics on the violation and a timeframe for correction.

Upon receipt of notification of a violation, the subject property owner has the right of appeal to the Architectural Control Committee (ACC). Upon receipt of an appeal, the ACC will submit its opinion of the violation and the appeal submitted by the subject property owner to the full membership. Final disposition will be determined by the majority of respondents supporting the ACC's opinion or that of the appealing property owner. The timeline for the appeal and the membership response will be determined by the Board based on the specifics of the violation.

Failure to comply will result in such further action as determined by the Board of Directors.

26. Agreement to Terms

By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts, and agrees to its term, rights, duties, and

obligations and confirms in and grants to the Corporation the right of enforcement of this Declaration as aforesaid.

27. Separate Lake-lot Owners' Corporation

In above paragraph number 3 of this document, provisions are made for the creation of a nonprofit nonstock corporation (the "Corporation") in which record-title owners of all of the lots in Mallard Shores are members. In addition to such above-described Corporation, a totally separate and second nonstock nonprofit corporation (hereinafter referred to as the 'Lake Corporation") shall be established and incorporated by the Corporation for the purpose of safeguarding and maintaining Mallard Lake, the private lake contained in the Mallard Shores subdivision.

The members of this Lake Corporation shall be the record-title owners of the following lots in the Mallard Shores subdivision: Lots 5, 6, 7, Lots 11 through 20; Lot 45. In addition, the Lake Corporation may also have as members such additional persons as the Lake Corporation may from time to time elect in accordance with its articles of Incorporation and/or Bylaws.

The Articles of Incorporation, Bylaws and any other related corporation documents shall contain such terms and provisions, and shall grant and/or impose such rights, duties, responsibilities, obligations and liabilities with respect to the Lake Corporation and/or its members, and/or Mallard Lake as the Owners may specify.

Except to the extent necessarily modified by (i) the limited and restricted eligibility for membership in the Lake Corporation, or by (ii) the special and specific purpose and nature of the Lake Corporation, all of the terms and provisions contained in the foregoing paragraphs of this document pertaining to the "Corporation" specified in above paragraph 3 shall also apply to and be in full force with respect to the Lake Corporation and/or its members, and such terms and provisions (except as so necessarily modified) shall govern and control the legal rights, duties responsibilities and obligations of the Lake Corporation and its members (and the legal interrelationship between them) in the same manner and fashion as such terms and provisions govern and control the legal right and interrelationship of the "Corporation" and its respective members.

All costs and expenses incurred in the safeguarding and maintenance of Lake Mallard shall be the sole responsibility of the Lake Corporation and/or its members, and shall not be the responsibility of the above paragraph 3 "Corporation". Concomitantly, the costs and expenses incurred by the above paragraph 3 "Corporation" shall not be the responsibility of the Lake Corporation.

Unless otherwise limited by the laws of the State of Wisconsin, or by the Articles of Incorporation or Bylaws of the Lake Corporation, or unless otherwise limited by any written agreement or conveyance between the Owners and the Lake Corporation, the Lake Corporation shall have the power and duty to control the use of Mallard Lake by the members of the Lake Corporation and by any third parties. This grant of authority, unless otherwise limited as noted above, shall include, but not be limited to, the right to prohibit access to and the use of the Mallard Lake by anyone other than the members of the Lake Corporation.

This instrument was originally drafted by:

Attorney John M. Bjelajac
601 Lake Avenue, PO Box 38
Racine, WI 53401-0038

IN WITNESS WHEREOF, we, being the directors of the Mallard Shores Property Owners' Association, Inc., have hereunto set our hands this 31st day of January, 2025.

Jacob Ansari, President

Kurt Lehrmann, Vice President

Mary Fish, Secretary

Kim Hill, Treasurer

BY-LAWS
OF
MALLARD SHORES
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY OF CORPORATION

Section 1.0. Association. These By-Laws are the By-Laws of "Mallard Shores Property Owners' Association, Inc.", a not-for-profit and nonstock corporation organized under the laws of the State of Wisconsin. Such corporation is hereinafter referred to as the "Association" and/or the "Corporation".

Section 1.1. Restrictive Covenants. The Association was established in accordance with the mandates of Paragraph 3 of those certain restrictive covenants entitles "Declaration of Conditions, Covenants, Restrictions and Easements Regarding the Mallard Shores Subdivision in Racine County, Wisconsin", dated May 10, 1989, and recorded in the Office of Register of Deeds for Racine County, Wisconsin, on May 10, 1989, in Volume 1961 of Records, at Pages 768-779, as Document No. 1282637. Such restrictive covenants are hereinafter referred to as the "Declaration".

Section 1.2. Mailing Address and Office. The office and mailing address of the Association shall be the residence of the then current President of the Association.

ARTICLE II

MEMBERS

Section 2.0. Members of the Association. The members of the Association shall be the record-title owner(s) of fee simple title (or, in the event of the sale of real property by a recorded Land Contract, the Purchaser(s) under such Land Contract) of lots One (1) through Forty-five (45) of Mallard Shores, being a Subdivision of Outlots "A" and "B" of Halter Lake Estates and part of the Northeast ¼ and Northwest ¼ of Section 31, Township 3 North, Range 23 East, said land being in the City of Racine, Racine Country, Wisconsin.

Section 2.1. Multiple Owners. In the event record-title ownership of real property which entitles the owner to be a member of this Association is held by more than one person or entity, all such joint or multiple owners shall, for all purposes under these By-Laws, together be deemed a single member and entitled (if otherwise eligible) to cast only one (1) vote as a member of the Association. It is the intent of these By-Laws that there be only one member and only one membership vote for each lot or parcel of real property described herein.

Section 2.2. Successor Owner(s). In the event the record-title fee simple ownership and/or record title Land Contract purchaser's interest is in any manner conveyed or transferred to a third party, then such member shall be automatically terminated from membership in the Association, and the third

party transferee shall automatically become a member of the Association. Upon such termination of membership, the transferor member shall continue to be liable and responsible for any and all obligations and/or payments due the Association as of the time of transfer, and the third party transferee shall also automatically become liable and responsible for any such obligations and/or payments not fulfilled or made by the transferor member.

ARTICLE III

VOTING RIGHTS OF MEMBERS

Section 3.0. Multiple Owners. As stated in the above Section 2.1, multiple owners of any lot or parcel of qualifying real property shall only be entitled to jointly cast a single membership vote in any vote taken of the members of the Association. The single vote of such multiple owners may be cast as they may unanimously agree among themselves. In the event there is no such unanimous agreement among such multiple owners, and in the further event clear and adequate notice of such disagreement is given to the Association prior to the time or deadline for the casting of votes by all members, then the vote of such member (ie. the single vote of the multiple owners who fail to unanimously agree) shall be disqualified and such vote shall not be taken into consideration when calculating any quorum or required number of votes. If such notice of disagreement among the multiple owners is not timely or properly given as provided above, however, then the vote cast on behalf of the said single membership shall be valid and counted.

Section 3.1. Proxies. In any vote taken of the members of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association either prior to or at the time of the vote in question.

Section 3.2. Eligibility to Vote. A member shall be entitled and eligible to vote on any matter in which a vote of the membership is being taken only if such member has, at the time of the taking of such vote, fully paid all charges, costs, assessments or any other financial obligations, of any nature whatsoever, imposed upon and due from such member by these By-Laws and/or by the Declaration. Additionally, no member shall be entitled to vote in any vote of the membership on any matter which pertains to that particular member's failure to comply, in any manner, with these By-Laws and/or the Declaration.

ARTICLE IV

MEETING OF MEMBERS

Section 4.0. Annual Meetings. An annual meeting of the members shall be held each year between the dates of October 10 and November 30.

Section 4.1. Special Meetings. Special meetings of the members shall be held when called by the President and/or the Board of Directors and/or upon written request of at least One-half (1/2) of the members.

Section 4.2. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association or by any person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4.3. Quorum. Members holding One-half (1/2) of the votes entitled and eligible to be cast, whether in person or by proxy, shall constitute a quorum at a meeting of the members. If such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 4.4. Majority Vote. Unless otherwise specified in these By-Laws, or the Articles of Incorporation, 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.

Section 4.5. Vote by Mail. At the discretion of the Board of Directors, any vote to be taken by the members may be conducted by mail. This shall include, but not be limited to, the election of officers and directors of the Association. With regard to any such vote by mail:

a) Written ballots, along with an explanatory covering letter, shall be mailed to all members in the manner described in Section 4.2 of these By-Laws;
b) An addressed return envelope, with proper postage prepaid thereon, shall be included with the written ballot to facilitate the return mailing of the ballot;
c) A quorum shall be deemed to exist;
d) The explanatory letter and/or written ballot shall clearly indicate the deadline for the actual receipt by the Association of the completed written ballot for it to be counted;
e) Such deadline for receipt by the Association of the completed written ballot shall be at least Fifteen (15) Days but no more than Thirty (30) Days after the date of the mailing of the ballot to all members;
f) The written ballots actually received by the Association as of the voting deadline shall be counted to determine the vote on the matter in question.

Section 4.6. Meetings by Waiver of Consent. Whenever notice is generally required, a written waiver by any member not receiving notice, whether signed before or after the time of the meeting, shall be deemed equivalent to the giving of such notice. When all of the members of the Association are present at any meeting, however notified or called, and shall sign a written consent to the holding of such meeting on the records thereof, they may transact any business at such meeting which is specified in the notice or consent and which could lawfully by transacted at any meeting of the members of this

Association regularly called and notified Action may also be taken without a meeting, as provided in Section 181.72 of the Wisconsin Statutes, by unanimous consent.

Section 4.7. Location of Meetings. The meetings of the members of the Association shall be held in Racine County, Wisconsin, at such specific location(s) as may from time to time be designated in the written notice of each such meeting.

ARTICLE V

POWERS AND DUTIES OF MEMBERS

Section 5.0. Annual Election of Officers/Directors. The members shall, at each Annual Meeting, elect the officers/directors of the Corporation. The candidate for each office receiving the highest number of votes shall be elected. In lieu of conducting such election of officers/directors at the Annual Meeting, such election of officers/directors may, at the discretion of the Board of Directors, be conducted by mail pursuant to the provisions of Section 4.5 of these By-Laws. Any such election by mail shall be conducted in a time frame such that the new officers/directors to be elected shall be elected in time to take office at the time the terms of the existing officers/directors expire.

Section 5.1. Special Election of Officers/Directors. The members shall conduct a special election to elect new officers/directors at any time such a special election may be required in writing by at least One-half (1/2) of the members. In the event such a special election is so requested, a Special Meeting as described in Section 4.1 of these By-Laws shall be held as soon as the required notice provisions can be complied with for the purpose of conducting such special election. In the alternative, if the request for a special election so indicates and/or is desired by the existing Board of Directors, the special election of officers/directors shall be immediately conducted by mail by the Secretary of the Association pursuant to the provisions of Section 4.5 of these By-Laws. The candidate for each office receiving the highest number of votes shall be elected, and all officers/directors elected at such special election shall then immediately take office, notwithstanding when the regular terms of the previously-existing officers/directors were to expire. Such newly-elected officers/directors shall hold office until the next election required under Section 5.0 of these By-Laws is held, or until the next special election is held pursuant to this present Section.

Section 5.2 Review of Budget. The members may, pursuant to and in accordance with the terms and provisions of Paragraph 23 of the Declaration referred to in Section 1.1 of these By-Laws, review and modify the proposed annual budget of the Association.

Section 5.3 Votes on Other Matters. The members shall vote on such other matters as may from time to time be requested by the Board of Directors.

Section 5.4 Obligations of Members. All members shall fully and timely comply with all duties and obligations as may from time to time be imposed upon them by:

a) The Articles of Incorporation of the Association; and/or
b) The By-Laws of the Association; and/or

c) The Declaration referred to in Section 1.1 of these By-Laws; and/or
d) All resolutions, rules and regulations adopted by the Board of Directors and/or by members of the Association.

ARTICLE VI

OFFICERS AND DIRECTORS

Section 6.0. Officers of the Association. The Association shall have the following officers:

a) President
b) Vice President
c) Secretary
d) Treasurer
e) Member-at-Large

Section 6.1. Directors of the Association. Each officer described in Section 6.0 of these By-Laws shall be a director of the Association, and all such officers/directors shall together constitute the Board of Directors of the Association.

Section 6.2. Term of Office. Each officer/director shall have a term of office for One (1) Year, unless a special election is sooner held pursuant to Section 5.1 of these By-Laws.

Section 6.3. Vacancies. In the event of a vacancy of any office/directorship, such vacancy shall be filled by the Board of Directors. Any such officer/director so appointed to fill a vacancy shall hold such office for the balance of the term of such office.

Section 6.4. No Compensation. No officer/director shall receive compensation for any service he/she may render to the Association. Any officer/director may be reimbursed by the Association, however, for any actual expenses incurred by the officer/director, provided that such reimbursement is approved by the Board of Directors.

Section 6.5. Only Members Eligible. Only members of the Association are eligible to be an officer/director of the Association.

Section 6.6. Dual Offices Prohibited. No member may, at any one time, hold more than one of the offices specified in Section 6.0 of these By-Laws.

ARTICLE VII

POWERS OF THE ASSOCIATION

Section 7.0. Powers of the Association. The Association shall have the full power and authority granted to it under the laws of the State of Wisconsin, provided that such power and authority is also in conformance and allowed by the Articles of Incorporation of the Association. This shall include, but not

be limited to, the power and authority specified in Sections 181.04 and 779.70 of the Wisconsin Statutes, as may from time to time be amended, and the power and authority specified in the Declaration described in Section 1.1 of these By-Laws.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.0. Management of the Affairs of the Association. The affairs of the Association shall be managed by the Board of Directors.

Section 8.1. Regular Meetings. The Board of Directors shall meet at such time, with such frequency and at such location as the Board of Directors may from time to time provide by resolution adopted by the Board. No prior notice shall be required for such regular meetings other than such resolution of the Board of Directors.

Section 8.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by at least Two (2) directors. Such a special meeting of the Board of Directors shall be held at such time, place, and location as may be specified in either a written notice or an oral notice of such meeting which shall be given to all directors.

Section 8.3. President to Preside. The President shall preside over all meetings of the Board of Directors and/or meeting of the members.

Section 8.4. Quorum and Votes Required. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 8.5. Powers of the Board. The Board of Directors shall have full power and authority to:

a) Manage all of the affairs of the Association;
b) Exercise on behalf of the Association all of the power and authority of the Association;
c) Adopt and implement such resolutions, rules and/or regulations, as the Board may from time to time deem appropriate, regarding the rights, duties, and responsibilities given to the Corporation under the Declaration and/or its Articles of Incorporation and/or these By-Laws (which shall include, but not be limited to, the regulation, management, control, maintenance and care for all common areas and/or common property of the Mallard Shores Subdivision);
d) Subject to the provisions of the Declaration referred to in Section 1.1 of these By-Laws, adopt and implement the budget for the Association;
e) Impose, assess and/or levy such fees, charges, forfeitures, penalties and/or assessments upon the members and/or their real property as the Board may from time to time deem reasonably necessary for (i) the implementation of the Association's budget, and/or (ii) the management of the affairs of the Association, and/or (iii) the enforcement of all obligations

and duties imposed in these By-Laws upon the members. This shall include, but not in any manner be limited to, the full power and authority granted to the Association in numbered paragraphs 23 and 25 of the Declaration referred to in Section 1.1 of these By-Laws;

f) Take any and all other action as may be allowed under the laws of the State of Wisconsin and these By-Laws.

Section 8.6. Constitutes Architectural Control Committee. The Officers/Directors constituting the Board of Directors shall also constitute and serve as the members of the Architectural Control Committee specified in the Declaration referred to in Section 1.1 of these By-Laws. In the exercise of all rights, powers, duties and responsibilities granted to the Architectural Control Committee under the terms and provisions of the Declaration, the members of the Architectural Control Committee shall have sole discretion, and a vote of the members of the Corporation shall be taken on any matter coming before the Architectural Control Committee only if the Architectural Control Committee desires the same for advisory purposes. Such sole discretion of the Architectural Control Committee shall expressly include, but not be limited to, any enforcement action(s) described in numbered Paragraph 25 of the Declaration (the Architectural Control Committee being deemed to be acting on behalf of and for the Corporation in all such matters).

Section 8.7.Action by Written Unanimous Consent. The Board of Directors may take any action without a meeting as provided by Section 181.72 of the Wisconsin Statutes, by obtaining in writing the consent of all of the members of the Board of Directors to the action in question. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IX

POWERS AND DUTIES OF OFFICERS

Section 9.0. General Duties. The duties of the officers of the Association shall be (i) such regular duties as usually pertain to each respective office, and (ii) such other duties as may be prescribed for any officer in these By-Laws, and (iii) such other duties as the Board of Directors may from time to time delegate to each officer. The Board of Directors may delegate the duties of any officer to any other officer or other person designated by it for that purpose.

Section 9.1. Corporate Books and Records. The Secretary of the Association shall cause to be kept a complete record of all of the acts and affairs of the Association.

Section 9.2. Funds and Financial Records. The treasurer of the Association shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9.3. Records Open to Inspection. Upon reasonable advance notice and during reasonable hours, the officers of the Association shall allow any member of the Association to inspect any documents, books or records of the Association.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.0 Amendments to By-Laws. As required by Section 181.13 of the Wisconsin Statutes, these initial By-Laws of the Association shall be adopted by the Board of Directors. Thereafter, these By-Laws may be amended in whole or in part by either:

a) A majority vote of the members at any Annual Meeting of the members, or at any Special Meeting of the members held for that express purpose; and/or
b) A majority vote of the Board of Directors at any meeting of the Board of Directors. No By-Law adopted by the members, however, may be amended or repealed by the Board of Directors.

Section 10.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XI

ASSESSMENTS AND LIENS

Section 11.0. Reservation of Rights. The terms and provisions contained in this present Article XI are in addition to any and all other rights, entitlements, power and authority of the Corporation, and shall not in any manner be deemed to limit or restrict any such other rights, entitlements, power and authority.

Section 11.1. Assessments and Liens. All assessments levied by the Corporation against the members and/or the imposition of any liens on the property of the members shall be done in accordance with the provisions of Section 779.70 of the Wisconsin Statutes, as the same may from time to time be amended, and/or in accordance with any other applicable laws or statutes. Additionally, the Corporation may (i) impose and/or levy such other fees, charges, forfeitures and/or penalties, as the Corporation may from time to time elect against the members for the purpose of obtaining compliance with the duties and obligations imposed upon the members by these By-Laws, and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the property of the members for the purpose of obtaining payment of the same.

The Corporation shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Corporation and/or for any other remedy deemed appropriate by the

collection of any amounts due the Corporation and, or for any other remedy deemed appropriate by the Corporation. In addition to any of the foregoing, each member/record-title owner shall be personally

(jointly and severally) liable to the Corporation for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Corporation may seek and obtain a personal money judgement against each such member/record-title owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amount the Corporation may be entitled to recover, the Corporation shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent member and/or by lien on the delinquent member's lot or parcel of real property, all reasonable actual attorney's fees incurred by the Corporation regarding such delinquency. Such right of recovery of reasonable actual attorney's fees by the Corporation shall also include, but not be limited to, any type of enforcement steps (whether formal legal action is filed or not) taken by the Officers/Directors in their capacity as the Architectural Control Committee of the Corporation, and/or taken by the members of the Initial Architectural Control Committee specified in Section 8.7 of these By-Laws.

Section 11.2. Suspension of Privileges. In the event a member fails to fully pay to the Corporation all monies due the Corporation on or before the date upon which such monies are due, or in the event a member otherwise fails to fulfill any other obligation or duty imposed by these By-Laws, then all rights and privileges of the delinquent member with respect to the Corporation and his/her membership in the Corporation shall be automatically suspended and withdrawn unless and until such delinquency is fully paid and/or cured. Any such suspension of rights, however, shall not in any manner release the delinquent member from any financial obligations imposed under the terms of these By-Laws and/or Declaration, whether such financial obligations presently exist or are imposed in the future.

ARTICLE XII

INDEMNIFICATION

Section 12.0 Persons Indemnified. The Corporation shall, to the fullest extent allowed by the laws of the State of Wisconsin, indemnify and/or reimburse all costs and expenses incurred by the following persons while performing their duties and/or responsibilities on behalf of the Corporation and/or while, in any other manner, acting on behalf of the Corporation:

a) The Officers/Directors of the Corporation;
b) The members of the Architectural Control Committee of the Corporation ;
c) The members of any other committee that may from time to time be created by the Officers/Directors;
d) Any other person or party acting on behalf of the Corporation with the authorization of the Officers/Directors of the Corporation.

Section 12.1 Broad Scope of Indemnification. The Corporation shall indemnify the persons specified in above Section 12.0, to the fullest extent allowed by the laws of the Statue of Wisconsin, for any and all costs and expenses, of any nature whatsoever, incurred as a result, whether directly or indirectly, of such persons performing their duties and/or responsibilities pursuant to the Declaration

indirectly, of such persons performing their duties and/or responsibilities pursuant to the Declaration referred to in Section 1.1 of these By-Laws and/or on behalf of the Corporation and/or while, in any other manner, acting on behalf of the Corporation. This shall expressly include, but not be limited to,

any damages, judgments or any other type of liability, and/or any actual reasonable attorney's fees incurred. It is the express intent of this present Article XII that the indemnification provided herein shall be as full and complete as permissible under the law, and limited only by any specific limitation that may be expressly contained in the applicable laws of the State of Wisconsin. Additionally, it is the express intent of this present Article XII to expand, to the fullest degree permissible under the laws of the State of Wisconsin, the nature, type and extent of indemnification provided for and allowed under Chapter 181 of the Wisconsin Statutes and/or any other laws of the State of Wisconsin.

IN WITNESS WHEREOF, we, being the Directors of the Mallard Shores Property Owners' Association, Inc., have hereinto set our hands this fourth day of March, 2017.

Kurt Lehrmann, President

Cindy McCarrier, Vice President

Jacob Ansari, Secretary

Carolyn Powers, Treasurer

MSPOA

Form 14
(1990)

United States of America

1322814

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 180.86(2)(b), 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

Register's Office
Racine County, Wis. } SS
Received for Record 12th day of October A.D. 1990 at 8:30 o'clock A. M. and recorded in Volume 2037 of Records on page 759-762

14- Helen M. Schutten
Register of Deeds

VOL 2037 PAGE 759

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

Ret- John Bielajac

7497 13 12

1322814

Form 102 - Sec. State 1980 See suggestions on back

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1. The name of the corporation is Mallard Shores Property Owners' Association, Inc.

Article 2. The period of existence shall be perpetual

Article 3. The purposes shall be to:
a) Regulate, manage, control, maintain and/or care for all common areas and common property located in the Mallard Shores subdivision, located in the City of Racine, Wisconsin (except, however, such common areas/grounds shall not include Mallard Lake, being a private lake in the said subdivision, the jurisdiction for which rests with the Mallard Lake Property Owners' Association, Inc.); and

b) Conduct such other activities as may be allowed by the laws of the State of Wisconsin, provided, however, that if the corporation attains a tax exempt status under any applicable provision of the United States Internal Revenue Code, then any such other activities must also be allowed by the applicable provisions of such Internal Revenue Code and all related laws, rules and regulations.

Article 4. Location of the principal office in Wisconsin is *(Include street & number, city, state and ZIP code)* 3615 Waterbury Lane
Racine, Wisconsin 53403
(in Racine County, Wisconsin)

Article 5. Name of the initial registered agent is Nicholas P. Baldukas

Article 6. Address of the initial registered agent is *(Include street & number, city, state and ZIP code)* 3615 Waterbury Lane
Racine, Wisconsin 53403

Article 7. These articles may be amended in the manner authorized by law at the time of amendment.

VOL 2037 PAGE 760

51

SPECIAL INSTRUCTION

PLEASE NOTE: The number of directors, or the manner in which that number is determined, must be established either in these articles of incorporation OR in the by-laws of the corporation. You may USE ONE of the following "Article 8" and CROSS OUT the one that is not used, or substitute wording of your choice.

[~~Article 8. The number of directors shall be fixed by by-law but shall be not less than three.~~]

[Article 8. The number of directors shall be fixed by by-law but shall be not less than three.]

Article 9. The names and addresses of the initial Board of Directors are: *(Include street & number, city, state and ZIP Code)*

Nicholas P. Baldukas, 3615 Waterbury Lane, Racine, Wisconsin 53403
Ann-Mari Baldukas, 3615 Waterbury Lane, Racine, Wisconsin 53403
Thomas A. Maurer, 2535 County Line Road, Racine, Wisconsin 53403

Article 10. *(Membership provisions)*

The corporation shall have such members as provided and specified in the By-Laws of the Corporation. Such members shall have such rights, entitlements, duties and obligations as the By-Laws of the Corporation may from time to time provide.

Article 11. *(Other provisions)*

None.

VOL 2037 PAGE 761

2

Article 12. The name and address of incorporator *(or incorporators)* are:

NAME	ADDRESS *(street & number, city, state and ZIP Code)*
Attorney John M. Bjelajac	601 Lake Avenue, PO Box 38
	Racine, WI 53401-3038

Executed in duplicate on the 8th day of October, 19 90

John M. Bjelajac

All incorporators SIGN HERE

STATE OF WISCONSIN }
County of } ss.

Personally came before me this 8th *day of* October *A.D. 19* 90

the above named Attorney John M. Bjelajac

to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Mary Ryan Schneider
Notary Public
My Commission expires 3/13/94

Notarial Seal

This document was drafted by

Attorney John M. Bjelajac

(Name of Person)

Please print or type

See instruction M

STATE OF WISCONSIN
FILED

OCT 1 0 1990

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

READ THE INSTRUCTIONS ON THE REVERSE SIDE
AND PLEASE FILL OUT THE RETURN ADDRESS BOX

VOL 2037 PAGE 762

3