BYLAWS OF
THE RYAN MEADOWS OWNERS' ASSOCIATION, INC.

ARTICLE I.
General

Section 1. Adoption of Bylaws and Applicability of Definitions. These Bylaws are adopted as the Bylaws of the Ryan Meadows Owners' Association, Inc. ("Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of lot owners in Ryan Meadows, City of Franklin, Milwaukee County, Wisconsin, (the "Property"). The provisions of these Bylaws apply to the Property and to the use and occupancy of the Property.

Section 2. Office and Mailing Address. The initial office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at 4015 – 80th Street, Kenosha, WI 53142.

Section 3. Defined Terms. Capitalized terms used but not specifically defined herein, shall have the meanings assigned to such terms in the Master Declaration of Restrictions, Covenants and Easements for Ryan Meadows (the "Declaration").

ARTICLE II.
Board of Directors

Section 1. Number and Qualification. The Board of Directors shall initially be appointed by the Developer as set forth in the Declaration and after the period of Developer control of said Board of Directors, shall be composed of three persons, each of whom shall be owners of property, fiduciary owners, members, or employees of owners, or officers, stockholders, or employees of corporate owners.

Section 2. Powers and Duties. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors shall have full power and authority necessary for or desirable to complete enforcement and administration of the Articles of Incorporation, these Bylaws and the Declaration.

Section 3. Election and Term of Office. The members of the Board of Directors elected by the lot owners shall hold office for a term of one year, or until their respective successor shall have been elected by the property owners.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of lot owners, any one or more of the members of the Board of Directors previously elected by the lot owners may be removed with or without cause by a majority of the authorized votes of all lot owners, and a successor may be elected to fill the vacancy created.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the lot owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even though the Directors present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed until a successor is elected.

Section 6. Organizational Meeting. The first meeting of the members of the Board of Directors shall be held within 30 days of the appointment of the Board of Directors by the Developer, under and pursuant to the Declaration.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or telegram, at least 48 hours prior to the time of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or telegraph, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 12. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the property owners for any mistake of judgment, failure to adhere to the provisions of the Articles or these Bylaws, negligence or otherwise, except for their own individual, willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contracts made by them on behalf of the Association. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 13. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III.
Lot Owners-Members

Section 1. Annual Meetings. The Developer shall select three persons to serve on the Board of Directors of the Association as set forth in the Declaration. Thereafter, the annual meetings of the lot owners shall be held as determined by the Board of Directors; but no later than 12 months from the anniversary date of such appointment, on an annual basis. At such meetings, the Board of Directors shall be elected by ballot of the lot owners. The lot owners may transaction other business at the meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the lot owners shall be held at any suitable place as may be designated by the Incorporator or by the Board of Directors, as the case may be.

Section 3. Notice of Meetings. The Secretary shall mail to each property owner of record a notice of each meeting of the lot owners at least 10, but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 4. Adjournment of Meetings. Any meeting of lot owners at which a quorum has or has not attended may be adjourned at the option of the lot owners by vote of a majority of the authorized votes of the owners who are present, either in person or by proxy, at the meeting.

Section 5. Voting. Each lot shall have between one and five votes, as set forth in Section 13.4 of the Declaration. Each lot owner shall furnish the Association with the owner's name and current mailing address. No lot owner may vote at meetings of the Association until this

information is furnished. The owner or owners of each lot, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote(s) belonging to the Lot owner at all meetings of the owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary. Each lot owner shall be entitled to cast at all meetings of the owners the vote(s) belonging to each lot owned. Where ownership is in the name of two or more persons, the vote may be exercised as they themselves determine; provided, however, that if any joint owner protests promptly the casting of the vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest, then the vote shall thereafter be cast pro rata by all joint owners in accordance with their interests in the lot. Where the lot is sold under a land contract, the land contract vendee shall be entitled to vote the vote(s) for that lot (where there are two or more vendees, they shall be considered joint owners).

Section 6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 33 1/3 percent of the total authorized votes of all owners shall constitute a quorum at all meetings of the lot owners.

Section 7. Majority Vote. The vote of the majority of owners at a meeting at which a quorum shall be present shall be binding upon all owners for all purposes.

Section 8. Membership. All lot owners shall be members of the Association.

ARTICLE IV.
Officers

Section 1. Designation, Election and Removal. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as, in its judgment, may be necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may, with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the lot owners and of the Board of Directors. The President shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law including, but not limited to, the power to appoint lot owners to any committee which is established under these Bylaws.

Section 3. Vice President. The Vice President shall take the place of and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at the meetings of the Association.

Section 5. Treasurer. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and shall, in general, perform all the duties of the Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any officer or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V.
Operation of the Property

Section 1. Determination of Assessments. The Board of Directors shall, at least annually, prepare a budget and shall determine the amount of the expenses for the forthcoming year and allocate and assess those expenses against the lot owners according to the Declaration. The Board of Directors may determine: (a) general assessments or charges, (b) special assessments for capital improvements and repairs to the drainage easement areas, and (c) special assessments for exterior maintenance to lots; all as allowed by the Declaration. The Board of Directors shall advise each lot owner in writing of the amount of expenses assessed to each lot owner.

Section 2. Payment of Assessments. All lot owners shall pay the amounts assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article, at such time or times as the Board of Directors shall determine.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect from an owner any assessment due which remains unpaid by the lot owner for more than 30 days from the due date for its payment.

ARTICLE VI.
Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular-Plural. The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

ARTICLE VII.
Fiscal Year

Section 1. Adoption of Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

ARTICLE VIII.
Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by vote of at least two-thirds of the authorized votes of all lot owners, which vote shall be taken at a meeting of lot owners duly held for that purpose.

RYAN MEADOWS OWNERS ASSOCIATION, INC.

Account Name	Actual 2023	Approved Budget 2024
Income		
Assessment Income ($450)	26,250.00	35,550.00
Start up/Transfer Fees	3,000.00	0.00
Bank Interest	6.46	0.00
Total Operating Income	**29,256.46**	**35,550.00**
Expense		
GROUND MAINTENANCE		
Landscape Maintenance (Davis)	8,158.35	5,000.00
Cul de sac (one time fee)		5,800.00
Total GROUND MAINTENANCE	**8,158.35**	**10,800.00**
MAINTENANCE		
Pond Maintenance	7,132.94	7,500.00
Total MAINTENANCE	**7,132.94**	**7,500.00**
ADMINSTRATIVE		
Misc Admin Expense	140.25	250.00
Management Fees	4,300.00	4,200.00
Property & Liability Insurance	359.00	600.00
Real Estate Taxes	103.21	100.00
Auditing Expense	0.00	300.00
Total ADMINSTRATIVE	**4,902.46**	**5,450.00**
RESERVE EXPENSE		
Reserve Contribution	7,297.46	7,500.00
Reserve Contribution Transfer Fees	3,000.00	0.00
Total RESERVE EXPENSE	**10,297.46**	**7,500.00**
Total Operating Expense	**30,491.21**	**31,250.00**
Total Operating Income	29,256.46	35,550.00
Total Operating Expense	30,491.21	31,250.00
Net Operating Income	**-1,234.75**	**4,300.00**

DOC # 11105645
RECORDED
04/22/2021 08:14 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

Document Number

Declaration of Restrictions, Covenants and Easements

Drafted by and after recording return to:

Bear Real Estate Group
John Hotvedt, VP
4011 80th Street
Kenosha, WI 53142

See Attached Exhibit A

Parcel Identification Number

Ryan Meadows Subdivision
Declaration of Restrictions, Covenants and Easements

This Declaration of Restrictions, Covenants and Easements ("Declaration"), is made by Mills Hotel Wyoming, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the City of Franklin, County of Milwaukee, State of Wisconsin (hereinafter the "City"), known as Ryan Meadows, a subdivision; and

WHEREAS, the Developer desires to plat Ryan Meadows as described on the attached Exhibit A, including Lots 1 through 79 and Outlots 1, 2 and 4 as shown on the Final Plat, which is made a part hereof and described in Article II of this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the City and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the Developer's intention to initially develop the Property into seventy-nine (79) single-family lots.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall collectively mean Boomtown, LLC, a Wisconsin limited liability company and Loomis & Ryan, Inc., a Wisconsin corporation, or an assignee of Developer, provided an Assignment of Developer's Rights is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to Ryan Meadows Homeowners Association, Inc.

1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Common Areas" shall mean Outlots 1, 2 and 4.

1.5 "Lot" shall mean and refer to Lots 1 through 79.

1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Milwaukee County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. The Developer may, from time to time and in its sole discretion, subject all or a portion of adjacent property now or in the future owned by the Developer as additions to Ryan Meadows to this Declaration, by appropriate reference hereto. The additions authorized herein shall be made by filing for record in the office of the Register of Deeds for Milwaukee County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of land owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.3 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the City without first obtaining the written approval of the plans and specifications from

the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the City ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,700 square feet for a one-story dwelling;

(b) Not less than 1,900 square feet for a split-level with a minimum first floor area of 1,050 square feet;

(c) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the City Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by

the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable City ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the City Engineer, the ACC, with the written approval of the City Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to City approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the City; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the City for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled off site and disposed, at the Lot Owner's cost,

3.7 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of sidewalks as shown on the Plat for each lot, other walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the City for each lot or dwelling.

3.8 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the Final Plat for Ryan Meadows in the office of the Register of Deeds of Milwaukee County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final

plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the City, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the Final Plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the City; nor shall any improvements be placed within such areas without the prior written consent of the Developer, City and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a Final Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the Final Plat.

(c) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the Final Plat as Outlots 1, 2 and 4 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, snow removal, and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the City's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the

Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the City, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the City. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat.

3.9 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to City ordinances and applicable State and Federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the City except for lot line adjustments permitted under City ordinances. The requirements under City ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with City ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the City ordinances and the City ordinance is more strict than the provision contained herein, the City ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the City and shall not constitute a waiver of such City requirement and/or approval.

3.10 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the City Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the City, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.10 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.11 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No solar panels, external antennae, including satellite dishes (excepting satellite dishes of not greater than 24" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.12 Accessory Structures. Accessory structures may not be constructed without the prior written approval of the Architectural Control Committee.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.14 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2 and not more than 4 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from the date of issuance of any occupancy permit).

(b) No mountable curb cuts shall be permitted when driveways are installed.

(c) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the discretion and approval of the ACC.

3.15 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.16 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. Not less than twenty percent (20%) of the front façade of any residence shall consist of brick, stone or other natural product approved by the ACC. Notwithstanding the foregoing, vinyl or aluminum materials shall be permitted for soffit and fascia.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

3.17 Curb Cuts. Curb cuts for driveways shall be made to City standards at the expense of the lot owner, who shall be fully responsible for compliance with City standards.

3.19 Fences and Walls. No fence or wall shall be permitted which does not comply with City ordinances regulating the same. Additionally, no fence shall be constructed unless approved in advance by the ACC. Notwithstanding the foregoing, no fence shall be permitted unless the style is open and transparent in nature, such as a (regardless of material) traditional wrought iron presentation. No opaque fences of any kind shall be permitted.

3.20 Swimming Pools. All outdoor swimming pools shall comply with City ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by

proper fencing or screening not exceeding six (6) feet in height. Specifications and location of the pool must be approved by the ACC prior to construction.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the directors designated by the Developer to resign effective as of the first annual meeting of Members described in the Bylaws of the Association. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to and Maintenance of Outlots. Title to Outlots 1, 2 and 4 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Association

shall be responsible for the due care and maintenance of all such Outlots as well as the payment of real estate taxes levied against such Outlots by the local assessing authority.

5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the City to repair said damaged areas; the Association or the City shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to City approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Ryan Meadows as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the City, the City, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the City and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.6 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI
COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including actual attorney's fees incurred by the Developer or the Association, as the case may be, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall not be liable to the Association for the assessments provided for in this Article VI of the Declaration, for any Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to said assessment and shall pay the same or prorated amount in the year of closing to the Association. Any deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

6.2 Initial Assessment. At the time of closing of each initial sale of a lot from the Developer, the buyer shall pay to the Association an initial assessment of $375.00 which shall be deposited into the Association's general fund. Additionally, upon any subsequent sale (other than by the Developer or any affiliate or related entity of the Developer) or transfer of any lot, the buyer of any such lot shall also pay such an initial assessment of $375.00 to the Association. Further, the transfer of five (5) or more Lots to a single buyer or grantee shall be exempt from this assessment.

6.3 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing,

preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.3(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.4 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years (or longer if deemed necessary in the reasonable discretion of the Board) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

6.5 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.3, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs,

gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.6 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.7 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.8 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee=s right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee=s request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.9 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars ($50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.10 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Milwaukee County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States ' 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.11 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

ARTICLE VII
ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief;

(b) Action for specific performance;

(c) Action for money damages as set forth in this Declaration; and

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(d) Performance of these covenants by the Developer, the Association, or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the City shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the City's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as

provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the City is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Milwaukee County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars ($500.00) and an additional fine of One Hundred Dollars ($100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this 21st day of April, 2021.

DEVELOPER:
Boomtown, LLC

By _____
Stephen R. Mills, Authorized Member

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 21st day of April, 2021, to me known Stephen R. Mills to be such person(s) and member(s) who executed the foregoing instrument and acknowledge that they executed the same as the authorized member on behalf of the Developer, by its authority.

SARAH E. BELL
Notary Public
State of Wisconsin

_____
Name: Sarah E Bell
Notary Public, State of Wisconsin
My commission expires May 10, 2022

This instrument drafted by
Bear Real Estate Group
John E. Hotvedt, Vice President

EXHIBIT A

Legal Description

Lots 1-79 and Outlots 1, 2 and 4, Ryan Meadows, being Lot 1, Lot 2. Lot 3 and Outlot 1 of Certified Survey Map No. 9095, and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southwest ¼ and the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, Wisconsin.

891-1001-000 (Lot 1)
891-1002-000 (Lot 2)
891-1003-000 (Lot 3)
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891-1085-000 (Outlot 1)
891-1086-000 (Outlot 2)
891-1088-000 (Outlot 4)

Ryan Meadows 2026 Approved Budget

Portfolios: Ryan Meadows Owners Association, Inc.

Account Name	Annual Budget 2025	Approved Budget 2026
Income		
Assessment Income	27,650.00	47,400.00
Start up/Transfer Fees	0.00	0.00
Late Fee	0.00	0.00
Late Fee - Interest	0.00	0.00
Bank Interest	0.00	0.00
Total Operating Income	**27,650.00**	**47,400.00**
Expense		
GROUND MAINTENANCE		
Landscape Maintenance	7,500.00	7,000.00
Total GROUND MAINTENANCE	**7,500.00**	**7,000.00**
MAINTENANCE		
General Maint/Repairs	100.00	250.00
Pond Maintenance	6,000.00	6,000.00
Total MAINTENANCE	**6,100.00**	**6,250.00**
ADMINSTRATIVE		
Misc Admin Expense	600.00	700.00
Management Fees	4,400.00	5,040.00
Property & Liability Insurance	400.00	400.00
Real Estate Taxes	100.00	100.00
Taxes	200.00	200.00
Total ADMINSTRATIVE	**5,700.00**	**6,440.00**
RESERVE EXPENSE		
Reserve Contribution	8,350.00	7,460.00
Total RESERVE EXPENSE	**8,350.00**	**7,460.00**
Total Operating Expense	**27,650.00**	**27,150.00**
Total Operating Income	27,650.00	47,400.00
Total Operating Expense	27,650.00	27,150.00
Net Operating Income	**0.00**	**20,250.00**

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation:	Ryan Meadows Owners Association, Inc.

Principal Office

Mailing Address:	4011 80th Street
City:	Kenosha
State:	WI
Zip Code:	53142

Registered Agent

Registered Agent Individual:	Stephen R Mills
Name of Entity:	
Street Address:	4011 80th Street
City:	Kenosha
State:	WI
Zip Code:	53142

Select Statement

Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	Yes
This document was drafted by:	Stephen R Mills

Incorporator

Name:	Stephen R Mills
Street Address:	4011 80th Street
City:	Kenosha
State:	WI
Zip Code:	53142

Incorporator Signature

I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Stephen R. Mills

Optional Articles

The purpose(s) for which the corporation is incorporated:	Subdivision Owner's Association
Delayed Effective date:	

Directors

Optional Contact Information

Name:	
Address:	
City:	
State:	
Zip Code:	
Phone Number:	
Email Address:	jeh@beardevelopment.com

Endorsement

	FILED
Received Date:	08/26/2019