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RONALD A. VOIGT  
OZAUKEE COUNTY  
REGISTER OF DEEDS  
PORT WASHINGTON, WI  
TXID: 28938

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**DECLARATION OF  
RESTRICTIONS FOR  
MISTY RIDGE SUBDIVISION**

Document Number

Document Title

This Declaration of Restrictions for Misty Ridge ("Declaration") is made as of the 20th day of February, 2006, by Bryson Associates, LLP ("Developer").

## Recording Area

## Name and Return Address:

Paul G. Hoffman, Esq.  
Michael Best & Friedrich LLP  
Two Riverwood Place, Suite 200  
N19 W24133 Riverwood Drive  
Waukesha, WI 53188-1174

PIN: 16-005-03-000.00, 16-004-06-002.00 & 16-005-04-002.00

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WHEREAS, Developer is the owner of the property known as the Misty Ridge Subdivision ("Subdivision"), in City of Port Washington, Ozaukee County, Wisconsin; and

WHEREAS, Developer desires to subject the 101 residential lots and Outlots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in said Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, Developer hereby declares that the real property hereinafter described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of Developer, his successors and assigns, and to all parties hereafter having any interest in the property.

1. **PROPERTY SUBJECT TO THIS DECLARATION.** The property subject to these restrictions is described as follows:

Lots 1 to 101 and Outlots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Misty Ridge Subdivision being a subdivision of part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 5, and part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 4, all in Township 10 North, Range 22 East, in City of Port Washington, Ozaukee County, Wisconsin.

2. **GENERAL PURPOSE.** The general purpose of these restrictions is to assure that the Subdivision will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the Subdivision; to protect owners of building

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sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the Subdivision; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the Subdivision with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the Subdivision.

3. **INTERPRETATION.** It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Committee for the granting of final approval. The term "Lot" as used in this Declaration shall be construed to mean only the residential lots numbered one (1) through one hundred one (101). Outlots numbered one (1), two (2) and three (3) are defined as the "Condominium Lots" and are intended for residential condominium development up to a total of sixty-eight (68) condominium units (each, a "Unit" and two or more, "Units"). Outlots numbered four (4), five (5), six (6), seven (7), eight (8), nine (9) and ten (10) are intended as "Common Areas" for the benefit of the Lots and Units and to be maintained by and at the expense of the Lot Owners. The term "Lot Owner(s)" as used in this Declaration shall be construed to mean both the owners of Lots one (1) through one hundred one (101) and owner(s) of condominium units to be constructed on Outlots One (1), Two (2) and Three (3).

4. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee ("Committee") for the Subdivision is hereby established. The Committee shall consist of three members, designated as hereinafter set forth. The decision of any two members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by Developer, and Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as Developer owns any Lot or Outlot in the Subdivision.

The initial members of the Committee shall be:

- a. Timothy F. Styza;
- b. Stephen B. Styza; and
- c. Bryce P. Styza.

5. **ARCHITECTURAL CONTROL.** ~~No building, outbuilding or other structure,~~ swimming pool, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot or Condominium Lot in the Subdivision without the approval of the Committee. For any undertaking requiring approval of the Committee, ~~three (3) sets of plans~~ [including building construction plans, plat of survey (showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the Lot or Condominium Lot and corner grades of the buildings on adjoining Lots or Condominium Lots where applicable, as existing and as proposed), grading plans (where necessary) and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval, one copy of which shall be transmitted by the Lot Owner to the local

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building inspector, prior to obtaining the necessary permits. Any changes or revisions required by the Committee shall first be made to the plans by the Lot Owner or the Lot Owner's agent before approval is given. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the Subdivision as the Committee may deem appropriate. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

6. DWELLINGS AND OTHER STRUCTURES. All of Lots One (1) through One hundred-one (101) shall be used only for single family residential purposes and the construction of one single family detached dwelling on each lot. The Condominium Lots consisting of Outlots One (1), Two (2) and Three (3) shall be used only for single family residential condominium and two-family residential condominium purposes. All structures (principal or accessory) shall be designed by a home designer, registered architect or equally qualified individual or firm.

To create a diverse group of residential design and to avoid the monotony of duplication, it is also the specific criteria of design to assure that there is a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another. Toward this end, the Committee will evaluate and approve the use of a particular architectural style of home on any Lot or Condominium Lot in the Subdivision residential community. In making that evaluation the Committee will consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity of one another. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot or Condominium Lot in the Subdivision, and reserve the use of said design for said Lot or Condominium Lot, prior to receiving the actual plans as required pursuant to Section 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Section 5 above prior to the expiration of said notice period.

The front exterior elevation of residences, including Units, shall be at least 25% brick stone or stucco. Cultured stone shall be permitted. Exposed poured concrete or concrete block no greater than twelve (12) inches shall be permitted on any residence. Where block or concrete would otherwise be exposed, it must be covered by the exterior building material. The roofing on all dwellings shall consist of wood shakes, tile or dimensional shingles. In no event shall conventional asphalt shingles be permitted.

All residences shall include an attached garage containing a minimum of Five Hundred (500) square feet.

Each house shall contain sufficient garage space to curtail the need for the construction of an accessory storage building or other structure which is detached from the residence. No accessory building is permitted other than for a swimming pool accessory building, and same shall be of the same materials and architectural design as the principal residence and shall always be kept in the same color scheme as the residence structure. ~~A swimming pool accessory building~~ may be permitted or denied at the sole discretion of the Committee. In no event shall more than

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one (1) swimming pool accessory building be constructed on any Lot. In no event shall any swimming pool accessory building exceed One Hundred Fifty (150) square feet of floor space. If the Committee does grant permission for a swimming pool accessory building, the Committee shall have the right to require landscape screening of same.

7. **MINIMUM SQUARE FOOTAGE REQUIREMENTS.** Houses constructed on Lots in the Subdivision shall have a minimum square footage of living space as follows:

a. One-story houses shall have a minimum square footage of living space of not less than One Thousand Six Hundred (1,600) square feet.

b. Two-story houses shall have a minimum square footage of living space of not less than One Thousand Nine Hundred (1,900) square feet.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. Square footage of living space shall not include any space for which the floor is located below grade.

8. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one (1) year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the Lot Owner shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot Owner shall be responsible to see that his contractor maintains a constant cleanup of all scraps, paper and other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. In the event that the Lot Owner or owner's contractor shall fail in this responsibility, Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and shall be entitled to collect from the Lot Owner all expenses for same incurred by Developer.

During any earth moving activities for structures and/or appurtenant structures, erosion control practices shall be installed to prevent sediment from leaving the immediate construction area and/or Lot or Condominium Lot.

9. **PRESERVATION OF TREES.** No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by well or islands and proper grading in such a manner as may be required by the Committee. Existing live trees with a diameter of eight inches or more at a height of four feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway and any and all other structures on any lot.

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**10. BUILDING SETBACKS.** It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as to each specific Lot.

Therefore, although the minimum building offsets (unless otherwise noted on recorded plat) are: (i) twenty-five (25) feet from all street property lines; (ii) six (6) feet from all side property lines; and (iii) ten (10) feet from all rear property lines.

Such site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Committee, in its sole discretion, may alter the offsets to the minimum allowed by City of Port Washington ("City") if it determines, in its sole discretion, that site conditions so require.

In no instance shall the Committee allow a lesser offset or setback than required by City.

**11. SPECIAL RESTRICTIONS ON CERTAIN LOTS.**

a. No existing tree shall be cut down, destroyed, mutilated, moved or disfigured without the approval of the Committee. All existing trees shall be considered by the Committee in granting approval for the location of the residence, driveway and standard amenities such as a deck, patio or pool.

b. The improvement of any Lot or Condominium Lot adjacent to an Outlot containing a Storm Sewer & Maintenance Easement and/or a Drainage Easement is limited in that any usage and/or grading which could interfere with the elevations established for the surface water drainage systems is prohibited.

c. Each Lot Owner whose Lot abuts or is adjacent to delineated wetlands shall not mow or otherwise disturb any areas located in a delineated wetland or other environmentally sensitive areas restricted from mowing.

**12. DRIVEWAYS.** Each Lot Owner shall, within one year of the date of issuance of an occupancy permit for a residence on a lot, install a hard surface driveway.

**13. HEIGHT OF GRADE.** Each Lot Owner shall strictly adhere to and finish grade the Owner's Lot in accordance with the Master Grading Plan on file in the office of Developer and in the office of the City Building Inspector unless the City Engineer approves a change. Developer, City and/or its or their agents, employees, or independent contractors shall have the right to enter upon any lot, at any time, for the purposes of inspection, maintenance and/or correction of any drainage conditions, and the lot owner shall be responsible for cost of the same.

**14. NUISANCES.** No noxious or offensive activities shall be carried on upon any Lot or Condominium Lot or Outlot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

**15. STORAGE TO BE IN PERMANENT STRUCTURES.** No overnight outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on any Lot or Unit, except that the Committee, in its sole discretion, may permit the regular overnight parking of one (1) or more private passenger vehicles on the driveway of any Lot. A private passenger vehicle is defined as an automobile, pick up truck and/or van which is fully licensed and operable and is in regular use as a private vehicle. A private

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passenger vehicle does not include any vehicle which contains any signage indicating that it is used for business purposes, nor does it include any pick up truck or van used for trade or business purposes, including but not limited to a contractor's vehicle or a delivery vehicle. In arriving at a decision of whether or not to permit the regular overnight outside parking of a private passenger vehicle, the Committee may take into consideration the appearance of the vehicle for which approval is sought. Regular overnight parking of any private passenger vehicle on any driveway on any lot is expressly prohibited unless and until approval for same is granted by the Committee. All inside storage on any Lot shall be in a permanent building which has been constructed with the approval of the Committee. No storage of any vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on Common Area Outlots at any time.

16. **ANIMALS AND LIVESTOCK AND POULTRY.** No animals may be raised, bred or kept on any lot or Outlot except that dogs, cats, or other household pets may be kept on a Lot or within a Unit (subject to additional restrictions, if any, imposed by the Condominium Declaration) providing they are not kept, bred or maintained for any commercial purposes. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, poultry, horses, goats or pigs of any kind.

17. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, but only during the construction and sales period, such signs as may be used by Developer in conjunction with initial lot sales in the Subdivision, or one or more of the Subdivision entrance signs erected by Developer and/or by the Association. No sign of any kind shall be displayed to the public view on the Condominium Lots or Outlots without the express consent of Developer.

18. **LAWN AND YARD.** Each Lot Owner shall maintain such owner's Lot at its sole expense. All buildings, improvements and landscaping shall be kept in good repair and a clean condition, including without limitation the mowing of lawns, trimming of plants, repainting and repair of structures, removal of snow and ice from drive and walk areas, repairing of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment with the Subdivision in accordance with the declared general purpose of the Declaration. No Lot or Outlot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on a Lot, except in sanitary containers.

19. **ANTENNAE.** No exterior antennae (other than a dish-type antenna not exceeding twenty-four (24) inches in diameter) shall be permitted in the Subdivision without the approval of the Committee, which permission may be denied in the sole discretion of the Committee. In reviewing a request for an exterior antenna, the Committee shall take into account the location and visibility of the antenna as to whether it may be seen by adjacent Lot Owners or persons moving in any public street or open space area. In no event shall any dish-type antennae in excess of twenty-four (24) inches in diameter be allowed anywhere in the Subdivision. Dish-type antennae not exceeding twenty-four (24) inches in diameter are, however, expressly permitted, providing no more than one (1) such exterior small dish antenna shall be located on any Lot.

20. **FENCES.** No fencing shall be allowed on any Lot or Condominium Lot without the prior approval of the Committee. In reviewing any request for a fence, the Committee shall take into consideration the height, materials, color and appearance, as well as the goal of preserving the open natural feeling of the Subdivision.

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21. **DECORATIVE WELCOMING LIGHTS.** A light post and dusk to dawn lantern shall be installed on each Lot by its owner, at the owner's expense, prior to the issuance of an occupancy permit for the principal residence. Said light post and lantern shall, unless otherwise permitted by the Committee, in its sole discretion, be located a minimum of five (5) feet and a maximum of ten (10) feet from the street right-of-way and adjacent to the driveway. Said light shall be elevated at a height of not less than six (6) feet, have a maximum wattage of fifty watts high pressure sodium (HPS), and shall be illuminated by the owner of the Lot from dusk to dawn by means of photo cell. All such light posts and lanterns shall be of the size, style and color specified by the Committee, so that all such light posts and lanterns have a uniform appearance throughout the Subdivision.

22. **MAILBOX.** All mailboxes and mailbox support posts shall be of uniform size, style, color and materials, as determined by the Committee.

23. **EASEMENT.** Developer may at its sole discretion grant easements to the public utilities to service Lots or Condominium Lots within Subdivision.

24. **SWIMMING POOLS.** Inground swimming pools shall be permitted on Lots, subject to the approval of the Committee, if they meet City and Ozaukee County ("County") ordinances and specifications. The terms inground and aboveground are terms that shall classify pool products. Pool manufacturer data shall be reviewed by the Committee to ensure product is not an aboveground pool product. Round configurations are not allowed. All pool products sold as aboveground pools or on ground products are expressly prohibited. The entire outer perimeter walls of pools shall be completely backfilled. Installation method shall not void pool manufacturer's warranty.

25. **ZONING AND BUILDING RESTRICTIONS.** Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of City, County, the State of Wisconsin ("State") and the federal government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any city, county, state or federal law or regulation, the more restrictive provisions shall apply.

26. **OUTLOT(S).** ~~Outlots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10)~~ as shown on the Plat for Subdivision are hereby established as "Common Areas" for the use and benefit of all Lots Owners in Subdivision, and their respective guests and invitees. Each Lot Owner shall have an equal undivided interest in said Common Areas, and all deeds and other conveyances of any Lot, Condominium Lot or Unit in the Subdivision shall be deemed to include the equal undivided interest in said Common Areas, whether or not so specifically stated in any such deed or other conveyance. ~~The Owner's Association to be established as set forth in this Declaration shall be responsible for the management and maintenance of said Common Areas,~~ and shall be entitled to establish reasonable rules and regulations regarding the use of said Common Areas, which rules and regulations shall apply equally to all Lot Owners and their respective guests and invitees. Such rules and regulations may be established either by majority vote of the Board of Directors of the Association, or by majority vote of the Association membership, provided, however, that the Board of Directors shall not be entitled to amend, modify, or rescind any rule or regulation established by majority vote of the Association membership. The Association shall further have the right to grant easements on, over and across said Common Areas.

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The following activities are expressly prohibited unless and until the Association and/or the Board of Directors of the Association establish express rules and regulations permitting same, in which event such use shall be subject to conditions and limitations contained in the rules and regulations as so enacted:

a. Household pets are prohibited from being on the Common Areas unless and until permitted by rules and regulations.

b. No motorized vehicles of any type, including but not limited to all-terrain type vehicles, snowmobiles, motorcycles, automobiles, trucks and other on-road or off-road type vehicles may be used or ridden on the Common Areas at any time, unless permitted by the rules and regulations, and/or except as may be used or authorized by the Association or the Board for the purpose of maintaining the Common Areas.

The foregoing provisions shall not be interpreted so as to require the Association or the Board to enact rules or regulations allowing any of the foregoing uses at any time. Further, the foregoing provisions shall not be interpreted so as to prohibit the Association or the Board from enacting rules or regulations prohibiting other uses of all or any portion of the Common Areas.

27. **PARADE OF HOMES.** Developer discloses that Developer may arrange for the Subdivision or any portion thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by Buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow downs and large crowds, and may continue for a period of several weeks. Each grantee to a deed or other conveyance to a Lot, Condominium Lot or Unit is deemed by such grantee's acceptance thereof, to acknowledge and consent to the possibility of such an event and is deemed to waive any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on Developer's individual needs.

28. **DIVISION OF LOTS.** No future division or subdivision of any Lot subject to this Declaration shall be permitted.

29. **AMENDMENTS TO DECLARATION.** This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least seventy-five (75) of the Lots and fifty-one (51) of the Units; provided, however, so long as Developer owns any Lot in the Subdivision, no amendment to or modification to this Declaration shall become effective unless approved by and executed by Developer. Amendments shall only become effective if adopted pursuant hereto and then upon recordation in the office of the Register of Deeds for County ("Register"). In the event there is more than one (1) owner of any Lot or Unit in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot or Unit shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot or Unit join in the execution of such amendment, unless such other owner or owners of said Lot or Unit have recorded in the Register prior to the date of execution of such amendment by any other owner of such Lot or Unit, a notice setting forth the fact that approval of any amendment on behalf of such lot or condominium unit shall not be effective without the approval of the owner filing such notice.

30. **ENFORCEMENT.** The restrictions and covenants herein contained may be enforced by Developer and/or by any Lot or Unit owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings



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may seek to recover damages and/or demand compliance. No enforcement action with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement.

31. **TERM.** These restrictions shall run with the land and be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration is recorded. Following the initial forty (40) year period, these restrictions shall be automatically renewed for a subsequent forty (40) year period, and for subsequent forty (40) year periods thereafter, unless prior to the expiration of a forty (40) year period seventy-five percent (75%) of the owners of Lots or Units in the Subdivision agree to terminate these restrictions, and written proof of the agreement to terminate these restrictions is given to City.

32. **SEVERABILITY.** Invalidity of one or more provisions of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. **OWNER'S ASSOCIATION.** An owner's association ("Association") shall be created by Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining the Common Areas. Said Association shall be established as follows:

a. The Association shall be established as a nonstock, nonprofit corporation. Each owner of a Lot or Unit shall be a member of the Association, and such owner shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot and Unit. Pending sale of all Units to purchasers, the owner of the Condominium Lots shall hold sixty-eight (68) votes, less one vote per Unit sold, which votes shall pass to the transferees of such sold Units.

b. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

c. Each Lot, Condominium Lot and Unit in the Subdivision shall be subject to assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, Condominium Lot or Unit, and, except as set forth below with respect to County or City, the personal obligation of each Lot owner and/or Condominium Lot owner, until paid. Each Lot and Unit shall be assessed an equal share of said expenses. Pending sale of all Units to purchasers, the owner of the Condominium Lots shall be assessed sixty-eight (68) shares, less one share per Unit sold, which shares shall pass to the transferees of such sold Units. In the event County and/or City become owners of any Lot or Unit through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of County or City with respect to fees or assessments imposed by this Declaration. Further, in the event County and/or City become an Owner of any Lot or Unit through the tax delinquency process, neither County nor City shall have any personal obligation for the payment of Association assessments.

d. The Articles and Bylaws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

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e. Said Association shall continue, as a nonprofit corporation in good standing with the Secretary of State for so long as these restrictions are in effect.

34. **COMMON AREAS.** The Association has the responsibility of properly maintaining all Common Areas within the Subdivision. In the event the Association does not properly maintain any Common Area, City may send written notice to the Association indicating that City has determined that the Common Area is not being properly maintained and further indicating City will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. This notice is not required in case of any emergency. If the Common Area is not properly maintained within the time granted in a notice, or in the case of an emergency, an easement is reserved to Developer, the Association and City over the Common Area for the maintenance of signs, drainage tile, swales, streams and other storm sewer and drainage system elements as shown on the Plat, Storm Water Management Plan, and/or other plans. Should it become necessary for City to maintain the signs, or clear or maintain the drainage systems, easements or retention areas, the Association, or each or any of the Owners shall be specially assessed pursuant to Wis. Stat. Section 66.0703 or specially charged pursuant to Wis. Stat. s. 66.0627 for any expenses incurred by City. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. If such special assessments or special charges are not paid within the time allowed by City, they shall become a lien against the property assessed or charged, and shall be included in the tax roll for collection and settlement.

The Common Areas are defined as those areas in the Subdivision that Association is obligated to maintain, and includes: (i) Outlots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10); (ii) storm water ponds located in Outlots Six (6) and Seven (7) including all related storm water facilities; (iii) Storm Sewer & Maintenance and Drainage Easements; and (iv) permanent sign(s) identifying the Subdivision.

35. **NO FEES OR SPECIAL ASSESSMENTS IN EVENT OF TAX FORFEITURE.** Neither County nor City shall be liable for any fees, special assessments or special charges in the event that County or City becomes the owner of any Lots or Units in the Subdivision by reason of tax delinquency.

Executed as of the date set forth above.

**DEVELOPER:**

**BRYSON ASSOCIATES, LLP**

**BY: ITS MANAGING PARTNER,  
BRYCE P. STYZA REVOCABLE TRUST**

By:


Bryce P. Styza, Trustee

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### ACKNOWLEDGMENT

STATE OF WISCONSIN                    )  
  ) SS.  
COUNTY OF WAUKESHA            )

Personally came before me this 28th day of February, 2006, the above-named Bryce P. Styza, as the Trustee of the Bryce P. Styza Revocable Trust, Managing Partner of Bryson Associates, LLP, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

  
Glenda R. Scheel-Weidner  
Notary Public, Wisconsin  
My Commission expires May 7, 2006



Drafted by and Return to:  
Mr. Bryce P. Styza, Trustee  
Bryson Associates, LLP  
PO Box 966  
Waukesha, WI 53187-0966

06/12/2009 11:30 FAX 414 962 3990  
Jun 09 09 05:59p James Harris

FIRST WEBER GROUP

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**HURLEY ENGINEERING SERVICE, INC.**

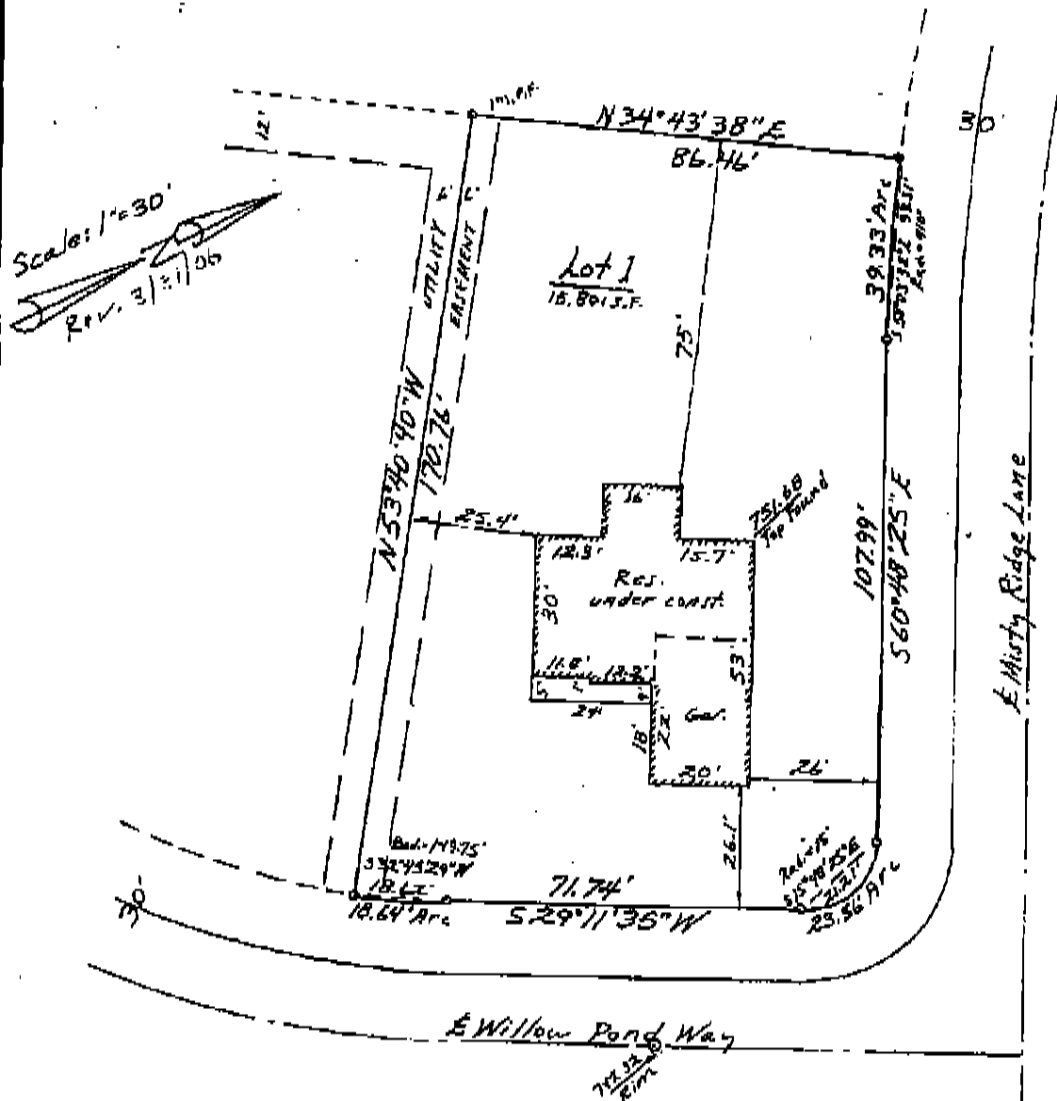
BROOKFIELD, WISCONSIN

**LAND SURVEYORS**

PLAT OF SURVEY #6963-R

**DESCRIPTION:** Lot 1, Misty Ridge, being a part of the S.W. 1/4 of the N.E. 1/4 and the S.E. 1/4 of the N.E. 1/4 of Section 5, and part of the N.W. 1/4 of the N.W. 1/4 and the S.W. 1/4 of the N.W. 1/4 of Section 4, all in Town 10 North, Range 22 East, City of Port Washington, Ozaukee County, Wisconsin.

Note: Relative elevations are indicated by underlined figures and are referred to city datum.



Suggested top of foundation: 751.57

Suggested finished yard grade: 752.57

Suggested top of footing: 752.57  
(@ Basement wall)STATE OF WISCONSIN  
COUNTY OF WAUKESHA

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREIN WITHIN ONE (1) YEAR FROM DATE HEREOF. And resurveyed 5/2/06. E.O.H.

DATED AT Brookfield  
March

2006

THIS 7TH

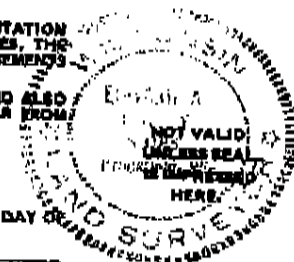
DAY

SIGNED: Edward A. Hurley

WM. RYAN HOMES, INC.

REGISTERED WISCONSIN LAND SURVEYOR NO. 1185

PHONE: 414.782.8799

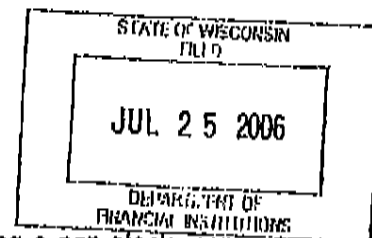


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7/21/2006

STATE OF WISCONSIN

**ARTICLES OF INCORPORATION  
OF**

06 JUL 21 PM 3:50 **MISTY RIDGE COMMUNITY ASSOCIATION, INC.**



The undersigned, acting as Incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), hereby adopts these Articles of Incorporation:

1. Name. The name of the corporation shall be Misty Ridge Community Association, Inc. (the "Association").

2. Existence. The Association shall have perpetual existence.

3. Purposes. The Association is organized pursuant to a certain Declaration of Restrictions for Misty Ridge Subdivision, recorded in the office of the Register of Deeds of Waukesha County, ("Declaration"), to which reference is made for the definition of capitalized terms herein, and shall have the following purposes: (a) to serve as an association of owners of Lots and Units in Misty Ridge Subdivision ("Subdivision"); (b) to provide for the administration, development, maintenance, preservation and control of the Property and Subdivision located therein; (c) to assess the owners of Lots and Units for the cost of the foregoing; and (d) to engage in any lawful activity within the purposes for which a non-stock corporation may be organized under the Law, subject, however, to the Declaration.

4. Members. Members of the Association shall consist of each owner of a Lot or Unit as set forth in the Declaration.

5. Principal Office. The location of the initial principal office of the Association shall be 2727 North Grandview Boulevard, Suite 100, P.O. Box 966, Waukesha, Wisconsin 53187-0966.

6. Registered Agent and Registered Office. The initial registered agent and registered office of the Association shall be Timothy F. Slyza, 2727 North Grandview Boulevard, Suite 100, P.O. Box 966, Waukesha, Wisconsin 53187-0966.

7. Incorporator. The name and address of the Incorporator are Daniel A. O'Callaghan, N19W24133 Riverwood Drive, Suite 200, Waukesha, WI 53118-1174.

8. Stock and Dividends. The Association shall neither have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay compensation in reasonable amounts to Members, directors or officers for services rendered and may confer benefits upon its Members in conformity with its purposes.

9. Dissolution. Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of the Association to be similar to those of this Association and that if no such entity is deemed to exist, then all of such assets, after payment of such liabilities, shall be distributed to


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a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 21<sup>st</sup> day of July, 2006.

  
Daniel A. O'Callaghan

This document was drafted by:  
Daniel A. O'Callaghan, Esq.  
Michael Best & Friedrich LLP  
N19W24133 Riverwood Drive, Suite 200  
Waukesha, WI 53188-1174  
262.956.6551

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7/16/2006

**CONSENT TO ACTION BY BRYSON ASSOCIATES, LLP**

The undersigned, the Developer of Misty Ridge Subdivision, hereby appoints Bryce P. Styza, Stephen B. Styza and Timothy Styza to the Board of Directors for the Misty Ridge Community Association, Inc.

Executed this 18<sup>th</sup> day of July, 2006.

**DEVELOPER:**  
**BRYSON ASSOCIATES, LLP**  
**BY: ITS MANAGING PARTNER,**  
**BRYCE P. STYZA REVOCABLE TRUST**

By: \_\_\_\_\_

Bryce P. Styza, Trustee

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6/30/2006

**INITIAL CONSENT TO ACTION BY THE BOARD OF DIRECTORS**  
**OF**  
**MISTY RIDGE COMMUNITY ASSOCIATION, INC.**

The undersigned, constituting all of the directors of the Board of Directors of Misty Ridge Community Association, Inc., a Wisconsin non-stock, non-profit corporation, do hereby consent in writing pursuant to the provisions of Section 181.0821 of the Wisconsin Statutes, for the action set forth in the following resolutions:

1. **Organization of a Meeting.**

RESOLVED, that this unanimous consent of the initial directors of the non-stock corporation shall be in lieu of an organizational meeting as required by Section 181.0205 of the Wisconsin Business Non-Stock Corporation Law and shall have the same force and effect as though adopted by a unanimous vote at an initial meeting of the Board of Directors of the non-stock corporation duly called and held.

2. **Approval of Actions by Incorporator.**

RESOLVED, that all actions of the sole incorporator in connection with the organization of the corporation, including, without limitation, executing and causing to be filed and recorded the Articles of Incorporation, are hereby ratified, approved and confirmed.

3. **Adoption of Bylaw.**

RESOLVED, that the bylaws, attached hereto as Exhibit A, are hereby ratified, approved and confirmed.

4. **Election of Officers.**

RESOLVED, that the following persons are elected to the offices of the non-stock corporation as set forth next to their respective names, to hold office until their successors are elected or until their prior death, resignation or removal:

President - Bryce P. Styza

Vice President - Timothy Styza

Secretary - Stephen B. Styza

Treasurer - Timothy Styza

and the Secretary of the non-stock corporation is authorized to cause a Certificate of Newly-Elected Officers and/or Directors to be filed with the Department of Financial Institutions of the State of Wisconsin within twenty (20) days hereafter.

5. **Budget.**

RESOLVED, that the budget, attached hereto as Exhibit B, is hereby ratified, approved and confirmed.

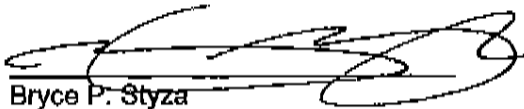


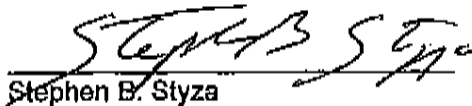
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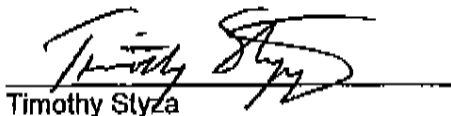
6. Further Actions.

RESOLVED, that the appropriate officers of the non-stock corporation are hereby authorized and directed on behalf of the non-stock corporation to execute and file such other documents and instruments and to do or cause to be done all such further acts as they may deem necessary or advisable in order to complete the organization and incorporation of the non-stock corporation and to carry into effect the tenure and purpose of the resolution set forth herein; and that any and all actions so taken by the appropriate officers of the non-stock corporation be and they are hereby ratified, confirmed and approved.

Executed this 18th day of July, 2006.

  
Bryce P. Styza

  
Stephen B. Styza

  
Timothy Styza

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7/18/2006

**BYLAWS**  
**OF**  
**MISTY RIDGE COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1. APPLICATION AND ORGANIZATION**

1.1 **Name.** The name of the corporation shall be Misty Ridge Community Association, Inc. ("Association").

1.2 **Application.** These Bylaws are adopted pursuant to the Declaration of Restrictions for Misty Ridge Subdivision ("Declaration"), and the Articles of Incorporation for this Association ("Articles"). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3 **Members.** "Members" of the Association shall consist of each owner of a Lot or Unit as set forth in the Declaration.

1.4 **Initial Organization.** Notwithstanding any provision set forth in these Bylaws to the contrary, the Developer shall designate the initial Board of Directors, consisting of three (3) persons, none of whom must be Members, who shall have all of the rights and powers reserved to the Board under these Bylaws. Such members of the Board, or successors to any of them as designated by Developer, shall continue to serve until the conditions set forth in the Declaration occur.

1.5 **Location.** The principal office of the Association shall be at 2727 North Grandview Boulevard, Suite 100, P.O. Box 966, Waukesha, Wisconsin 53187-0966. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

**ARTICLE 2. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

2.1 **Voting.**

(a) Each owner of a Lot or Unit shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot or Unit. Membership shall pass with title to each Lot or Unit. Pending sale of all Units to purchasers, the owner of the Condominium Lots shall hold sixty-eight (68) votes, less one vote per Unit sold, which votes shall pass to the transferees of such Units sold.

(b) If a Lot or Unit is owned by more than one person, the person entitled to cast the vote for the Lot or Unit shall be designated by a certificate signed by all of the record owners of the Lot or Unit and filed with the Secretary of the Association. If the owners of a Lot or Unit cannot agree on how to vote, such Lot or Unit shall lose its vote for the particular item to be voted upon. If a Lot or Unit is owned by a legal entity, the person entitled to cast the vote for the Lot or Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot or Unit occurs.

(c) There shall be no cumulative voting.

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## 2.2 Majority of Members.

(a) The term "majority of Members" shall mean those Members holding more than fifty (50%) percent of the votes present in person or by proxy to be cast on the particular matter to be voted upon.

(b) A matter shall be deemed approved if approved by a majority of Members.

2.3 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of votes representing at least twenty percent (20%) of Lots and Units shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE 3. MEETINGS

3.1 Roster of Members. The Association shall maintain a current roster of names and addresses of every Member. Each Member shall be given notice of all meetings of Members of the Association. Every Member shall furnish the Association with his or her name and current mailing address. No Member may vote at meetings of the Association until the foregoing information is furnished.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held in the first quarter each year. At the annual meeting, one or more members of the Board may be elected by the Members in accordance with the requirements of Section 4.2 of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if directed by resolution of the Board or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a convenient and reasonable time after the time the original meeting was called and no additional notice shall be required.

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3.7 Order of Business. The order of business at all meetings of the Members shall be as follows:

- 3.7.1 Roll call.
- 3.7.2 Proof of notice of meeting or waiver of notice.
- 3.7.3 Reading of minutes of preceding meeting.
- 3.7.4 Reports of officers.
- 3.7.5 Report of committees.
- 3.7.6 Election of directors (when applicable).
- 3.7.7 Unfinished business.
- 3.7.8 New business.

3.8 Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

#### ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three persons. Subject to the provisions of Section 1.4, two Directors shall be Members or designees of entity Members in a certificate filed with the Association under Section 2.1(b) and the third Director may be a non-Member.

4.2 Election and Term of Office. Within thirty (30) days after the Developer's control is required to end under the Declaration, the Board shall call a meeting of the Members to elect new Directors replacing the Developer appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for 2 years each, but the initial term of one of the Directors elected at such meeting shall expire in one year, so that at least one Director will be elected at each annual meeting. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Lot or Unit owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of directors to be elected have been so elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Subdivision and Common Areas in accordance with the Declaration, including the power to do the following:

4.3.1 Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Subdivision and Common Areas.

4.3.2 Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services

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for and maintenance, repair and operation of the Common Areas as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

4.3.3 Approve all buildings, outbuildings or other structures, swimming pools, fences, walls, driveways, tennis courts, light posts, landscaping or other structures or improvements to be constructed, erected, placed or altered on the Common Areas and administer the Architectural Control Committee as provided in the Declaration. The initial Architectural Control Committee shall be appointed by the Developer as described and limited in the Declaration.

4.3.4 Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association.

4.3.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

4.3.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

4.3.7 Perform such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Members.

4.5 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Members or the resignation of a Developer appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director,

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personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board shall require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

4.15.1 Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

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4.15.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these Bylaws due to status as a Member of the Association.

## ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

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## ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall adopt a budget for the operation of the Association at least annually. The budget will contain estimates of the cost of operating the Association and shall include all common expense items and may include a reserve for capital replacements.

6.2 Assessments. In accordance with the provisions of the Declaration, each Lot or Unit shall be subject to assessment by the Association, on an annual basis, for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Ozaukee County and/or the City of Port Washington, the personal obligation of the Lot Owners, until paid. Each Lot or Unit shall be allocated such assessments in accordance with the votes ascribed to each under Section 2.1(a) above. The first installment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Lot or Unit. In the event Ozaukee County and/or the City of Port Washington become the owner of any Lot or Unit through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by the Declaration. Further, in the event Ozaukee County and/or the City of Port Washington become the owners of any Lot or Unit through the tax delinquency process, neither the County nor the City of Port Washington shall have any personal obligation for the payment of Association assessments. The Association shall also levy (a) special assessments on all Lots or Units for any purpose for which an assessment may be levied; (b) special assessments or fines on a particular Lot or Unit owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Lot or Unit owner with any provision of these Bylaws or the Declaration; and (c) special assessments for any charges or amounts owing the Association.

Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Member shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.3 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500.00 for payment of Association obligations, bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.



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6.4 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

#### ARTICLE 7. OBLIGATIONS OF THE MEMBERS

7.1 Maintenance and Repair. A Member shall be responsible to the Association and each other Member for any claims, damages or other liabilities arising from the Member's failure to discharge its obligations under the Declaration. A Member shall reimburse the Association or another Owner on demand for any expenditures incurred in repairing or replacing any part of such other owner's improvements or the Common Areas damaged by the reimbursing Member, any member of such Member's family, or a tenant, employee or other user or occupant of the reimbursing Member's Lot or Unit.

#### ARTICLE 8. AMENDMENTS

8.1 Amendments. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by the owners of at least 60% of the Lots and Units in the Subdivision. Amendments may also be made by the Board, provided that the Board may not adopt an amendment which is contradictory to an amendment adopted by the Owners. No amendment shall limit any right granted to or reserved by Developer herein.

#### ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Lot or Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon ten (10) days written request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Lot or Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Lot or Unit. If any mortgagee, proposed mortgagee or purchaser of such Lot or Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Lot be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

#### ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these Bylaws conflicts with the Declaration, the Declaration will control.