Document No.

1129084
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
11/23/2021 10:02 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 7
EXEMPT #:
ELECTRONICALLY RECORDED

# THE ENCLAVE AT MEQUON PRESERVE SOUTH
## FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

## CITY OF MEQUON, OZAUKEE COUNTY, WI.

Return to:
**Angie Christensen**
**Veridian Homes**
**6801 South Towne Drive**
**Madison, WI 53713**

See Exhibit "A"
(Parcel Identification Numbers)

## PREAMBLE

This is the First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for The Enclave at Mequon Preserve South, which Declaration was dated January 25, 2021, recorded March 24, 2021 in the Office of the Ozaukee County, Wisconsin Register of Deeds as Document No. 1114742 (the **"Original Declaration"**). This Amendment is made by Mequon I, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the **"Declarant"**) and/or its successors and assigns.

**WHEREAS**, the Development is occurring in phases, and Declarant intends to make each such phase subject to the terms of the Declaration; and

**WHEREAS**, Declarant wishes to make Phase 5 of the Development subject to the Declaration by means of this Amendment.

**NOW, THEREFORE,** Declarant hereby amends the Declaration as follows:

1. **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2. **Phase 5 Subject to Declaration.** Section A-1)A of the Declaration is modified to provide that the entirety of Phase 5 consisting of Lots 65-76, Plat of The Enclave at Mequon Preserve V,(the "Plat") is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

3. The first sentence of Section B-2)A is modified to read as follows: "Lots 51-64 and 65-76 of the Plat shall be used for single family residential purposes." All other terms of Section B-2)A shall remain unchanged.

4. The last sentence of Section B-6)G is modified to read as follows: "A portion of the west property line of Lot 52 of the Plat, the rear property line of Lots 54 and 64 of the Plat and along the north property line of Lot 66 of the Plat is a ten foot (10') wide private storm water drainage easement and shall be maintained by the Owners per Section B-4."

5. Section B-6) H is hereby deleted in its entirety and replaced with the following: "The common property line of Lots 51 and 52 of the Plat is subject to a ten foot (10') wide (5' on each property) public storm sewer easement which shall be maintained by the Owners per Section B-4. Any buried pipe in the easement shall be maintained by the Association. Fences may be allowed, but may need to hand dig post holes around underground pipe. If the Association or other service company needs access to this easement, sections of the fence will be removed at the Owners expense. Owners of these Lots may need City approval to construct a fence within easement."

6. Section B-6)I is hereby deleted in its entirety and replaced with the following: "The rear property lines of Lots 59-63 and 74-76 of the Plat and along the south property line of Lot 67 are subject to a ten foot (10') wide public storm sewer/water drainage easement. The Owner will be responsible for maintenance of the swale and the Association will be responsible to maintain the easement over and above normal maintenance including buried pipe. Fences may be allowed, but may need to hand dig post holes around underground pipe. If the Association or other service company needs access to this easement, sections of the fence will be removed at the Owners expense. Owners of these Lots may need City approval to construct a fence within easement."

7. Section B-6)O is hereby added with the following: "Lots 70-73 of the Plat shall be subject to a twenty foot (20') wide (10' on each property) private storm water drainage easement affecting their adjoining property line."

8. **Effect of Amendment**. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[signature pages to follow]

**IN WITNESS WHEREOF**, the said Mequon I, LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 29 day of July, 2021

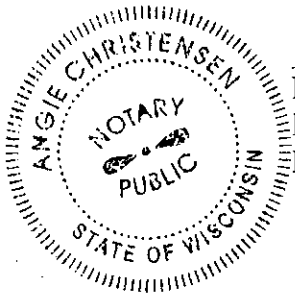
**Mequon I, LLC**
**By: VH Holdings, LLC, its Sole Member**

By: _____
Chris Ehlers Authorized Officer and Signatory

**ACKNOWLEDGMENT**

**STATE OF WISCONSIN** )
) ss
**COUNTY OF DANE** )

Personally came before me this 29 day of July, 2021, Chris Ehlers, an officer of VH Holdings, LLC, a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.




_____
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2024

This document was drafted by:

Gregory J. Paradise
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

**CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

The undersigned, **Associated Bank,** hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plats of The Enclave at Mequon Preserve IV and The Enclave at Mequon Preserve V. The consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 29th day of JULY, 2021

**ASSOCIATED BANK, a Wisconsin Banking Corporation**

By: _____

Print Name: Bryan Schreiter

Print Title: VP-CRE

**ACKNOWLEDGMENT**

**STATE OF WISCONSIN )**
**) ss.**
**COUNTY OF DANE )**

Personally came before me, a notary public for the above State and County, this 29th day of JULY, 2021, the above named BRYAN SCHREITER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

_____
SINDHU RAMESH
Print Name: SINDHU RAMESH
Notary Public, State of Wisconsin
My Commission Expires: 07/06/2024

NOTARY PUBLIC
SINDHU RAMESH
STATE OF WISCONSIN

# Exhibit "A"

Description of The Enclave at Mequon Preserve IV

Lots 51-64, Outlots 14-17, The Enclave at Mequon Preserve IV Plat, City of Mequon, Ozaukee County, Wisconsin

| Lot # | Tax ID Number |
|---|---|
| 51 | 14-210-0051.000 |
| 52 | 14-210-0052.000 |
| 53 | 14-210-0053.000 |
| 54 | 14-210-0054.000 |
| 55 | 14-210-0055.000 |
| 56 | 14-210-0056.000 |
| 57 | 14-210-0057.000 |
| 58 | 14-210-0058.000 |
| 59 | 14-210-0059.000 |
| 60 | 14-210-0060.000 |
| 61 | 14-210-0061.000 |
| 62 | 14-210-0062.000 |
| 63 | 14-210-0063.000 |
| 64 | 14-210-0064.000 |

| Outlot # | Tax ID Number |
|---|---|
| 14 | 14-210-0000.014 |
| 15 | 14-210-0000.015 |
| 16 | 14-210-0000.016 |
| 17 | 14-210-0000.017 |
| 18 | 14-210-0000.018 |

Description of The Enclave at Mequon Preserve V

Lots 65-76, The Enclave at Mequon Preserve V Plat, City of Mequon, Ozaukee County, Wisconsin

| Lot # | Tax ID Number |
|---|---|
| 65 | 14-211-0065.000 |
| 66 | 14-211-0066.000 |
| 67 | 14-211-0067.000 |
| 68 | 14-211-0068.000 |
| 69 | 14-211-0069.000 |
| 70 | 14-211-0070.000 |
| 71 | 14-211-0071.000 |
| 72 | 14-211-0072.000 |
| 73 | 14-211-0073.000 |
| 74 | 14-211-0074.000 |
| 75 | 14-211-0075.000 |
| 76 | 14-211-0076.000 |

# EXHIBIT "C"

## Total Minimum Points for Landscaping

| Lot(s) | Minimum Points for Foundation Plantings | Total Minimum Points for Landscaping |
|---|---|---|
| **51-76** | 350 | 500 |

Document No.

1114742
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
03/24/2021 12:26 PM
REC FEE: 30.00
TRANS FEE:
PAGES: 34
EXEMPT #:
ELECTRONICALLY RECORDED

# THE ENCLAVE AT MEQUON PRESERVE SOUTH
## DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

## CITY OF MEQUON, OZAUKEE COUNTY, WI.

Return to:
**Angie Christensen**
**Veridian Homes**
**6801 South Towne Drive**
**Madison, WI 53713**

See Exhibit "A"
(Parcel Identification Numbers)

## PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 25th day of January, 2021 by Mequon I, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the **"Declarant"**) and/or its successors and assigns.

**WHEREAS,** Declarant is the owner of certain real property consisting of Lots, as that term is defined below, located in the plat of The Enclave at Mequon Preserves IV (the **"Plat"**), City of Mequon, Ozaukee County, Wisconsin. The Lots are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and the Plat is shown in Exhibit "B", attached hereto and incorporated herein by reference; and

**WHEREAS,** Declarant may in the future plat certain remaining lots (the "Remaining Lots" and reserves the right to subject the Remaining Lots to the terms of this Declaration by future amendment; and

**WHEREAS,** by this Declaration, Declarant subjects the Lots and Outlots to the terms hereof, such that the Lots and Outlots now will be, and the Remaining Lots in the future may be, constructed as a planned development with housing units and shared common property (the Lots and Outlots shall be herein referred to as the "**Development**", which term shall include the Remaining Lots if the Remaining Lots are made subject to this Declaration by future amendment); and

**WHEREAS,** Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as, for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

**WHEREAS,** to the above end, Declarant desires to subject said Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS,** Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant has incorporated The Enclave at Mequon Preserve South Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the **"Association")** for such purposes; and

**WHEREAS**, Developer reserves the right to proceed with the Development in phases, as further set below, with phases subsequent to Phase 4, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed and recorded by the Declarant at a later date.

**NOW, THEREFORE,** the Declarant declares that the Lots and Outlots legally described in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

## PART A
## ASSOCIATION MATTERS

### A-1) Property Subject to Protective Covenants

**A) Existing Property.** The real property subject to the provisions of these Protective Covenants consists of that part of The Enclave at Mequon Preserve IV plat lying west of Wauwatosa Road and consisting of Lots 51-64 and Outlots 14-17 (herein referred to as either "Phase 4", the "Subdivision" or "The Enclave at Mequon Preserve IV"). Phase 4 is described on Exhibit A, attached hereto. Phase 4 is composed of fourteen (14) individual residential lots (hereinafter "Lots") and is the first phase of a subdivision consisting of a proposed total of eighty-two (82) individual residential lots. Subsequent phases, if made subject to this Declaration, constitute the Remaining Lots. Nothing herein shall be construed as requiring that Declarant make any of the Remaining Lots subject to the terms of this Declaration nor shall anything herein constitute a restriction on the use of the Remaining Lots which are not made subject to the terms hereof by subsequent amendment.

**B) Additional Property.** Declarant reserves the right, at any time during the term of this Declaration, to subject the Remaining Lots or real property other than the Remaining Lots (collectively the "Additional Properties") to the provisions of this Declaration and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Ozaukee County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Ozaukee County one or more amendments to this Declaration, with

each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

**A-2) Definitions.**

**A)** "Association" shall mean and refer to The Enclave at Mequon Preserve South Homeowners Association, Inc., and its successors and assigns.

**B)** "Common Property" includes all those areas located in the Development which are contained within an Outlot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all, access ways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Mequon is not obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, on terms determined by the Declarant.

**C)** "Declarant" shall mean and refer to Mequon I, LLC; a Wisconsin Limited Liability Company and/or its successors and assigns.

**D)** "Lot" shall mean and refer to individual subdivided lots in The Enclave at Mequon Preserve IV plat as described in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. The Lots described herein are now owned by Declarant, but Declarant in the future intends to convey the Lots to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

**E)** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

**F)** "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

**G)** "Subdivision" shall refer to the lands described in Exhibit "A" as may be amended with "Additional Property". The term "Subdivision" is synonymous with the term "Development.

**A-3) Membership and Voting Rights.**

**A) Members.** Declarant has incorporated the Association. The Association shall have two classes of membership. Each Owner of a Lot shall automatically become a Class A Member of the Association. The Declarant, or its successors or assigns, is the Class B Member of the Association. Declarant shall not be considered a Class A Member in the Association notwithstanding its ownership of Lots in the Subdivision. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. A Class A membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such Class A membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract

vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. The rights, duties and obligations of the Class A and the Class B Members are specified in this Declaration and in the By-Laws of the Association.

**B) Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

**C) Class B Member Obligation for Assessments.** Declarant has no responsibility to pay for operating expenses of the Association by virtue of its ownership of the Class B membership interest in the Association. Declarant's liability for operating expenses is limited by and subject to the provisions of this Declaration.

**D) Calculation of Assessments.** The Association shall calculate an Owner's responsibility for assessments based on the following formula:

Total Subdivision Expenses/Total Number of Assessment Units X Assessment Unit(s) of Lot in question.

As used above, the term "Total Subdivision Expenses" shall mean (i) all Common Area Expenses which the Association estimates actually incurring during the budget year in question, plus (ii) all Common Area Expenses which the Association estimates it would incur during the budget year in question if all phases of the Subdivision were completed at the time said calculation is made. Declarant shall not be responsible for assessments on Declarant owned Lots. Declarant shall be responsible for paying to the Association the amount by which the Assessments collected by the Association are less than the amount necessary to pay for all actual Common Area Expenses incurred by the Association for the budget year in question until such time as Declarant owns 5% or less of the lots in the subdivision or control of the Association is turned over to the Owners, whichever occurs first.

**A-4) Description.**

**A) Responsibility for Assessments.** The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

| | Use | Number of Assessment Units |
|---|---|---|
| 1) | Single Family: | One (1) per Dwelling Unit. |

**B) Association Management.** The Association is required to retain a professional property management company with the experience necessary to perform the duties of the Association (the "**Management Company**"). The Association shall enter into a management contract (the "**Management Contract**") with the Management Company on such terms and conditions as the Association and the Management Company shall agree. The initial Management Company is DSI Real Estate Group, Inc., a Wisconsin Corporation, which is affiliated with the Declarant by reason of common ownership. The Management Contract between DSI Real Estate Group, Inc. and the Association has not been negotiated on an arm's length basis.

C) **General Fund.** As used herein, the term **"Surplus"** shall mean the amount by which assessments collected by the Management Company on behalf of the Association to pay for common expenses relating to the Property exceed the common expenses for the fiscal year in question. The Management Company shall deposit and hold any Surplus in the Association's operating account maintained by the Management Company. The Surplus, in the discretion of the Association working in conjunction with the Management Company, may be applied to future Association expenses as they become due, but there shall be no obligation on either the Association's or the Management Company's part to return the Surplus to lot owners.

D) **Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property. "Percentage Interest" shall be calculated as follows: the number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (the **"Percentage Interest")** of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Class A Members under the Declaration

E) **Conveyance, Lease or Encumbrance of Percentage Interest.** Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a **"Lease"**) any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

F) **Ownership.**

1) The Common Property shall be initially owned by the Declarant until conveyed as provided below.

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequence conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association.

G) **Damage or Destruction of Common Property by Owner.** In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-5) **Maintenance of Common Property**

A) **Maintenance Requirements.**

1) Responsible Party. Declarant shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. After such time, the Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, snow removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of storm water management facilities which may include detention basins and drainage swales, common property lighting and/or other common property utility charges and any special street design features or traffic calming features.

3) Specific Responsibilities. Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Mequon, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the City of Mequon will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City of Mequon may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Mequon and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

4) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses (**"Common Expenses"**), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing;; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property; enforcement of this Declaration (including attorneys' fees); and maintenance and management salaries and wages.

B) **Assessments.**

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (**"General Assessments"**) against each Lot beginning July 1, 2021 for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

**2)** The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (**"Special Assessments"**) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. In addition, the Association shall have the authority to levy Special Assessments against one or more of the Lots, but less than all, in cases where the Association incurs expenses that are attributable to the act or failure to act by one or more Lot Owners in violation of this Declaration, the Articles of Incorporation, By-laws or rules of the Association in effect from time to time. Special Assessments may also be imposed by the Association for failure to pay any Fines levied against an Owner pursuant to the provisions of Section E-2, below. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

**3)** The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on the Lot or Lots against which the Assessment is made. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

**C)** **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

**D)** **Joint and Several Liabilities of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

## PART B
## CONDITIONS, COVENANTS AND RESTRICTIONS

**B-1)** **Applicability.** The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Additional Lands as may, in the future, be subjected to this

Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

**B-2) Land Use And Building Type.** Only the following designated uses for Lots and Outlots shall be permitted:

**A)** Lots 51-64 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

**B)** Outlots 15 and 17 shall be used for open space, trails and a bike path. The Association will be responsible for the maintenance of the open space, trails and bike path. A paved pedestrian trail shall be located near the rear property line of Lots 56 and 57 and near the northerly property line of Lot 58. There will be an inlet on Outlot 15 in close proximity of the adjoining rear property line of Lots 51 and 52 which shall be maintained by the Association.

**C)** Outlot 14 and 16 are landscaped islands which shall be maintained by the Association.

**D)** Outlot 15 is subject to a neighborhood sign.

**E)** Playground equipment will be installed in Outlot 15 adjacent to Lot 57. There will also be additional park space to the rear of Lot 58.

**F)** Outlot 18 shall be used as open space and private stormwater management. The Association will be responsible for the maintenance of the storm water facilities.

**G)** Notice is hereby given that a concrete sidewalk will be installed in Outlot 15 and 18adjacent to N. Wauwatosa Road/S.T.H. 181 and shall be maintained by the Association.

Uses, other than the uses set forth in this Section B-2, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have not been approved in advance by the Committee, may be constructed on any Outlot.

All rights-of-way noted on the Plat shall be dedicated as permanent public streets and rights-of-way and shall be improved in accordance with agreements entered into between the Declarant and the municipality in which the Development is located.

**B-3) Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the **"Committee"**) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

**B-4) Dwellings and Landscaping.** The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit "C", attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. Landscape installed by the Declarant may or may not meet the minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot. No above-ground swimming pools shall be permitted. Ice skating rinks shall require approval by the Committee. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-5 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

**B-5) Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration **"Equipment"**), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage

**B-6) Easements.**

**A)** No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an **"Easement"**) if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**B)** The Public Drainage and Storm Sewer Easements shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer, as amended in accordance with City of Mequon General Ordinances.

**C)** Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

**D)** Lot 64 shall be used as a furnished model.

**E)** All rights-of-way noted on the Plat of the Development shall be dedicated as permanent public easements of conveyance and shall be improved in accordance with applicable law.

**F)** Lots 51-53 and 63 are subject to a public sidewalk in the front of the Lot adjoining the public street. Snow removal on the sidewalk will be the responsibility of the individual homeowner that fronts their portion of their sidewalk, however, the Association will be responsible for maintenance repairs and replacement as the sidewalk benefits the entire neighborhood.

**G)** Lots 55-56 and 59 are subject to a twenty foot (20') wide private storm water drainage easement along the rear property line which shall be maintained by the Owner (see Section B-7). A portion of the west property line of Lot 52 and the rear property line of Lots 54 and 64 are subject to a ten foot (10') wide private storm water easement which shall be maintained by the Owner (see Section B-7).

**H)** The common property line of Lots 51 and 52 is subject to a ten foot (10') wide (5' on each property) public storm sewer easement which shall be maintained by the Association.

**I)** The rear property lines of Lots 59-63 are subject to a ten foot (10') wide public storm sewer/water drainage easement which shall be maintained by the Association.

**J)** A Pedestrian Access Easement for the paved pathway located on Outlots 15 and 17 (near the northerly property lines of Lots 56-58) grants access to the general public and prohibits bicycles and motorized vehicles (except for maintenance)

**K)** The neighborhood (all Lots and Outlots) is subject to the City of Mequon Tree Preservation Ordinances as they relate to the protection and removal of specimen trees.

**L)** Outlot 15 is subject to a Storm Water Facilities Maintenance and Easement Declaration and Agreement recorded on February 23, 2021 in Ozaukee County as document #1112740.

**M)** Sign Easement Areas: Easements for entry monumentation signage and plantings shall be established by Declarant in Outlot 15, as well as, center islands. Maintenance of the easements shall be deemed a part of the Common Property which the Association is obligated to maintain under Part (A) of the Declaration. The cost of maintenance of said Common Property shall be an assessment against all the Property in the Subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. Refer to Section B-17) A) for notices regarding plantings.

**N)** **Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the **"Primary Lot"**) is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the **"Adjoining Lot"**). The purpose of this Temporary Construction Easement is to permit Declarant to adequately slope and provide lateral support to the walls of the

basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively **"Restoration"**). This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration.

**B-7) Slope and Swale Areas.**

**A)** The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

**B)** In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

**C)** Declarant and the City of Mequon have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

**D)** Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the City Engineer of the City of Mequon. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

**B-8) Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

**B-9) Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

**B-10) Signs.** No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

**B-11) Entrance Sign.** It is contemplated there will be an entrance monument sign within Outlot 15. The sign and easement associated with the sign will be owned by the Association. The Association will

be responsible for the maintenance of said sign to include watering, mowing and basic landscape requirements. The Declarant, or the Association, as the case may be, is solely responsible for determining (i) the design, style and landscaping associated with the sign; and (ii) whether said signs shall remain in place and assess all owners in the neighborhood of any future replacement cost after Declarant turns over control of the Association to the Owners.

**B-12) Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

**B-13) Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

**B-14) Sight Distance at Intersections.** No fence, wall, hedge or shrub planting greater than 2.5 feet shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

**B-15) Mailboxes and posts.** Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang as determined by the United States Postal Service, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

**B-16) Improvements Within Easements.** Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

**B-17) Notices to Owners.** The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

**A)** Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. The Association shall be responsible for the care, maintenance and replacement of improvements and landscaping in the Outlets.

**B)** Notice is hereby given that as of the date hereof, there is a high tension power line adjacent to the neighborhood.

**C)** Notice is hereby given that as of the date hereof, there is a high pressure gas line crossing the property.

**B-18) Improvements Within Easements.** Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

**B-19) Lease.**

**A)** *Lease Requirements.* An Owner may rent its dwelling by written lease (a "**Lease**"), provided that

1. The term of any such Lease shall not be less than six (6) months;

2. The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease, which approval by the Association may not be unreasonably withheld, conditioned, or delayed; and

3. The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and

4. The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

**B)** *Standard for Approval of Lease and Tenant.* The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the Lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the Owner, the tenant or tenant's guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by Owner, the tenant or its invitees or guests of any part of the Lot in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

**C)** *Violations / Remedies.*

1. During the term of any Lease of all or any part of a Lot, each Owner of such Lot shall remain liable for the compliance of the Lot, such Owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be

responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each Lease of all or any part of a Lot be filed with the Association.

2. In the event that an Owner leases out its dwelling or any portion of its Lot in violation of this provision, the Association may impose a daily fine up to the greater of (i) an amount equal to the daily rental amount being charged by Owner to its tenant and (ii) $100 (this daily fine shall be adjusted up every five years by 5%).

In addition to any fines imposed under this Section, the Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees, incurred to enforce this Section, any action the Association takes under this Section B-19 against Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association.

## PART C
## ARCHITECTURAL CONTROL COMMITTEE

**C-1) Membership.** Declarant shall establish an Architectural Control Committee (the **"Committee"**) consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

**C-2) Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (**"Application"**). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

**C-3) Plan Review.** The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and

as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

**C-4) Procedure.**

**A)** Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars ($50.00) for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

**B)** A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

**C)** The Committee shall have the sole right to reject any Application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

**D)** The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

**E)** The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

**F)** The owner of a Lot shall submit Plans and Specifications to the Committee at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector at the City of Mequon for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any improvement. Plans and Specifications must comply with the standards set forth in Section D herein and must be approved by the Committee in writing prior to any application for a building permit to the City of Mequon, and before any construction or alteration of any improvement may be commenced on any Lot. Upon request of the Lot Owner, the Committee shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of submission.

**C-5) Separate City Approval**. Matters which require approval of the Committee may also require approval of the City of Mequon. Obtaining approval from the Committee and the City of Mequon is solely

the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Mequon and approval by the City of Mequon shall not be deemed approval by the Committee.

**C-6) Records.** Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Enclave at Mequon Preserve South Homeowners Association, Inc.
Architectural Control Committee
c/o DSI Real Estate Group
100 River Place Suite 1
Madison, Wisconsin 53713
acc@dsirealestate.com

**C-7) Committee Liability.** Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices. The Committee does not review plans for structural design.

**C-8) Indemnification.** Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's 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 member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, 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 gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

**C-9) Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

**C-10) Successor to Committee.** Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

## PART D
## DESIGN GUIDELINES

### D-1) Single Family Dwelling Units.

**A) Architectural Character.** Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted:

| | | | | |
|---|---|---|---|---|
| Cottage | Craftsman | Four Square | Farmhouse | Saltbox |
| Prairie | Shingle | Traditional | Classical | Southern Traditional |

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion. Where City zoning or Architectural Review Board is more restrictive, such requirements will govern.

**B) Unit Size and Setbacks.**

**1) Unit Size.** The total minimum finished living area of a one (1) story dwelling unit shall be 1,900 square feet and for a two (2) story dwelling, the total minimum dwelling unit shall be 2,100 square feet.

**2) Setbacks.** The required minimum building setbacks are shown on the plat (front yard is thirty feet (30'), interior side yard is fifteen feet (15') and rear yard is twenty feet (20') and corner side yard is thirty feet (30').

**C) Front Porch.** Usable front porches are encouraged as both visual and functional design elements. A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

**1)** Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

**D) Attached Garage.**

**1)** There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit unless otherwise permitted by the Committee per a specific plan.

**2)** The maximum garage width exposed on the front elevation containing front facing doors shall be no greater than fifty percent (50%) of the overall building width.

**3)** On homes with a front-entry garage the garage façade shall be a minimum of 2'-0" behind house façade adjacent to garage exclusive of any porch element. Side entry garages may project beyond front façade of the home.

**4)** Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Garage width must comply with zoning and the design guideline standards of 50% of overall building width.

**5)** The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18".

## E) Ornamental Design Elements.

**1)** Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home.

**2)** Window wrap or shutters and window grids are required on all elevations. Gable vents, minimum 5½" horizontal trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

**3)** The shutters shall be wood or polystyrene with colors as approved by the Architectural Control Committee or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

**4)** The window wrap shall be minimum 3½" wood or composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.

**5)** Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

## F) Roof/Facias/Soffits/Eaves.

**1)** Roof Standards:

**a)** Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.

**b)** Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee. Rubber roofing is allowed on flat roof areas and metal roofing is allowed on feature elements.

**c)** Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.

**d)** Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable

requirements.

**2)** Fascia, Soffit and Eave Standards:

**a)** Facia shall be 8" minimum aluminum, unless greater width is permitted by the Committee per specific plan with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.

**b)** Aluminum soffit and eave color shall match fascia.

**c)** A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

**G) Exterior Wall Surfaces.**

**1)** Siding material shall be composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.

**2)** Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.

**3)** Variation of wall planes on primary elevations is encouraged.

**4)** Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent at all gable ends, street or public space exposure walls shall have a minimum of one (1) additional window in the exposure wall. Further wall treatment may be required per specific design or requirements.

**5)** The use of brick or stone is required when part of base plan and encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first or second floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

**6)** Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design and be used consistently on all elevations.

**H) Colors.** The Declarant or the Association, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

**I) Chimneys, facia and soffits.** All chimneys and exterior flues shall be enclosed using

brick, stone, stucco or siding material.

**D-2) Other Improvements.**

**A) Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be constructed of vinyl. Zoning approval and/or building permit from the City of Mequon may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

**1)** Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit "E".

**a)** All fencing shall be erected finish side out, (i.e. pickets on the outside of the rail facing the street or neighboring lot).

**b)** Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.

**c)** Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot. Gates may be required for access to utility easements and any other access easements that are dedicated on the plat.

**d)** Fencing color by PlyGem Fence/Railing of White is the only color allowed for vinyl material.

**2)** Appropriate uses of fencing:

**a)** Fencing shall be limited to rear and side yards only.

**b)** Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.

**c)** Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.

**d)** Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk), unless further restricted by City ordinance.

**3)** Inappropriate use of fencing:

**a)** Fencing in front yards shall not be permitted.

**b)** Fencing shall not occur in freestanding segments or be placed arbitrarily.

**c)** Fencing shall not meet porch or deck corners.

**d)** Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**B) Decks.** All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. Zoning approval and/or building permit from the City of Mequon may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

**1)** Appropriate deck design shall incorporate the following criteria:

**a)** Deck(s) shall be proportionate in size to the footprint of the dwelling

**b)** Deck(s) shall be proportionate in length and width

**c)** Deck(s) shall not project past the rear or side yard setbacks

**d)** Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.

**e)** Deck(s) must be stained or painted

**2)** Inappropriate deck design:

**a)** Deck(s) in front yards shall not be permitted.

**b)** Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.

**c)** Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**C) Accessory Outbuildings.** No outbuilding, shed or accessory building of any nature shall be erected on any Lot.

**D) Antennae/Wind Powered Electric Generators.** No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

**1)** Appropriate antennae or satellite dish placement:

**a)** Only one antennae or satellite dish shall be allowed per lot.

**b)** The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:

1. On a pole in the backyard and located close to the home.
2. Attached to the deck.
3. On the rear roof line of the home.
    a. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not property installed and roof repairs may not be covered under the applicable roof warranty.

2) Inappropriate antennae or satellite dish placement:

a) Antennae or satellite dish in front or side yards shall not be permitted.

b) Antennae or satellite dish shall not interfere with utility equipment.

**E) Firewood Storage.** No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

**F) Solar Collectors.** No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

**G) Lighting.** Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots. Uniform post lights specified by the Declarant shall be installed on the Lot at the time of finished grading of the yard at a location specified by the Declarant. Each post light shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter, provided, however, that post lights shall weather naturally and therefore shall not be painted or stained. Any replacement of such post lights shall be accomplished by the Lot Owner, and only with a post light of the same specifications, height and appearance and in the same location as the original post. The post light specified by the Declarant is equipped with a photoelectric sensor for automatic use from dusk to dawn, therefore, no Lot Owner may install a turn-off switch for the post light. It is the Owner's responsibility to maintain the lights so that they are always operational.

**H) Mailboxes.** Uniform mailboxes shall be specified by the Declarant. All mailboxes must be installed in accordance with the requirements of the U.S. Post Office. Any replacement of such mailbox shall be accomplished by the Lot Owner, and only with a mailbox of the same specifications, height and appearance as the original mailbox at Lot Owner's expense. No other mailbox or other receptacle of any kind for use in the delivery of mail shall be erected or installed by a Lot Owner.

**I) Landscaping Requirements.** Pursuant to Section B-4 of this Declaration, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference (and any Additional Property), the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of this Declaration, as may be amended as permitted herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

## PART E
## GENERAL PROVISIONS

**E-1) Term.** This Declaration shall run with the Property and Common Property, and shall be binding on Declarant, the Association and all of its Members and/or its successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Class A Members and all of the Class B Members agreeing to change said Covenants in whole or in part or to terminate the same is recorded in the appropriate land registry office for the County in which the Property is located.

**E-2) Enforcement.** The Declarant (or either one of them if more than one), the Association or Management Company on behalf of the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. The Architectural Control Committee may refer any violation which shall come to its attention to the Declarant or Association for action under the terms of this paragraph and this Declaration. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Association shall have the right to assess and collect from the violating party a fine (the "**Fine**") for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of $100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees. Any Fine imposed by the Association or the Management Company acting on its behalf, may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association, or the Management Company acting on its behalf, shall have all rights provided in Section A-5 (B) (2) and (3), above, regarding collection of Special Assessments and foreclosure of the lien thereof.

**E-3) Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**E-4) Model Homes.** So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

**E-5) Parade of Homes.** So long as Developer shall own any Lots in the Development, ("Lot"). Developer reserves the right to submit some or all of said Lots as a site for the Parade of Home Metropolitan Builders Association (the "Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Metropolitan Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Metropolitan Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Metropolitan Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

**E-6) Governing Law.** This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the City of Mequon.

**E-7) Notices.**

**A)** Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.

**B)** Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

**C)** Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

**E-8) Amendment and Release.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to the Class A Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned its right to enforce this Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived by an instrument approved by a majority of the Class A Members and all of the Class B Members and executed by the Association hereof in accordance with the provisions of Section E-1, above.

**E-9) No Waiver.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

**E-10) Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**E-11) Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

**E-12) Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

**E-13) Remedies.** All remedies herein are cumulative.

This page has intentionally left blank.

**IN WITNESS WHEREOF**, the said Mequon I, LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 25 day of January, 2021.

**Mequon I, LLC**
**By: VH Holdings, LLC, its Sole Member**

By: Karen Simon Dreyer
~~David Simon~~, Authorized Officer and Signatory
Karen Simon Dreyer

**ACKNOWLEDGMENT**

**STATE OF WISCONSIN** )
) **ss**
**COUNTY OF DANE** )

Personally came before me this 25 day of January, 2021 ~~David Simon~~ Karen Simon Dreyer an officer of VH Holdings, LLC, a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

KATRINA DENOYER NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
Dane County, Wisconsin
My Commission Expires: Dec. 31, 2022

This document was drafted by:

Gregory J. Paradise
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

**CONSENT TO DECLARATION OF**
**COVENANTS AND RESTRICTIONS**

The undersigned, **Associated Bank,** hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat The Enclave at Mequon Preserve IV.

Dated at Madison, Wisconsin this 22nd day of January, 2021.

**ASSOCIATED BANK**

By: _____

Print Name: Bryan Schreiter

Print Title: VP-CRE

**ACKNOWLEDGMENT**

**STATE OF WISCONSIN )**
**) ss.**
**COUNTY OF DANE )**

Personally came before me, a notary public for the above State and County, this 22 day of January, 2021, the above named Bryan Schreiter, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

KATRINA DENOYER NOTARY PUBLIC STATE OF WISCONSIN

_____

Print Name: Katrina Denoyer
Notary Public, State of Wisconsin
My Commission Expires: 12-31-22

# Exhibit "A"

Description of The Enclave at Mequon Preserve IV

Lots 51-64, Outlots 14-17, The Enclave at Mequon Preserve IV Plat, City of Mequon, Ozaukee County, Wisconsin

| Lot # | Tax ID Number | Address |
|---|---|---|
| 51 | 14-210-0051.000 | 7670 W Preserve Parkway |
| 52 | 14-210-0052.000 | 7690 W Preserve Parkway |
| 53 | 14-210-0053.000 | 10588 N Coneflower Court |
| 54 | 14-210-0054.000 | 10600 N Coneflower Court |
| 55 | 14-210-0055.000 | 10608 N Coneflower Court |
| 56 | 14-210-0056.000 | 10614 N Coneflower Court |
| 57 | 14-210-0057.000 | 10620 N Coneflower Court |
| 58 | 14-210-0058.000 | 10627 N Coneflower Court |
| 59 | 14-210-0059.000 | 10623 N Coneflower Court |
| 60 | 14-210-0060.000 | 10617 N Coneflower Court |
| 61 | 14-210-0061.000 | 10611 N Coneflower Court |
| 62 | 14-210-0062.000 | 10603 N Coneflower Court |
| 63 | 14-210-0063.000 | 10595 N Coneflower Court |
| 64 | 14-210-0064.000 | 7701 W Preserve Parkway |

| Outlot # | Tax ID Number | Address |
|---|---|---|
| 14 | 14-210-0000.014 | 10551 N Wauwatosa Road |
| 15 | 14-210-0000.015 | 10651 N Wauwatosa Road |
| 16 | 14-210-0000.016 | 10621 N Coneflower Court |
| 17 | 14-210-0000.017 | 10629 N Coneflower Court |
| 18 | 14-210-0000.018 | 10531 N Wauwatosa Road |

# Exhibit "B"

Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spacial relationships of the illustrators on the maps and floor plans are being presented for your information.

***DECLARANT***

**MEQUON I, LLC**

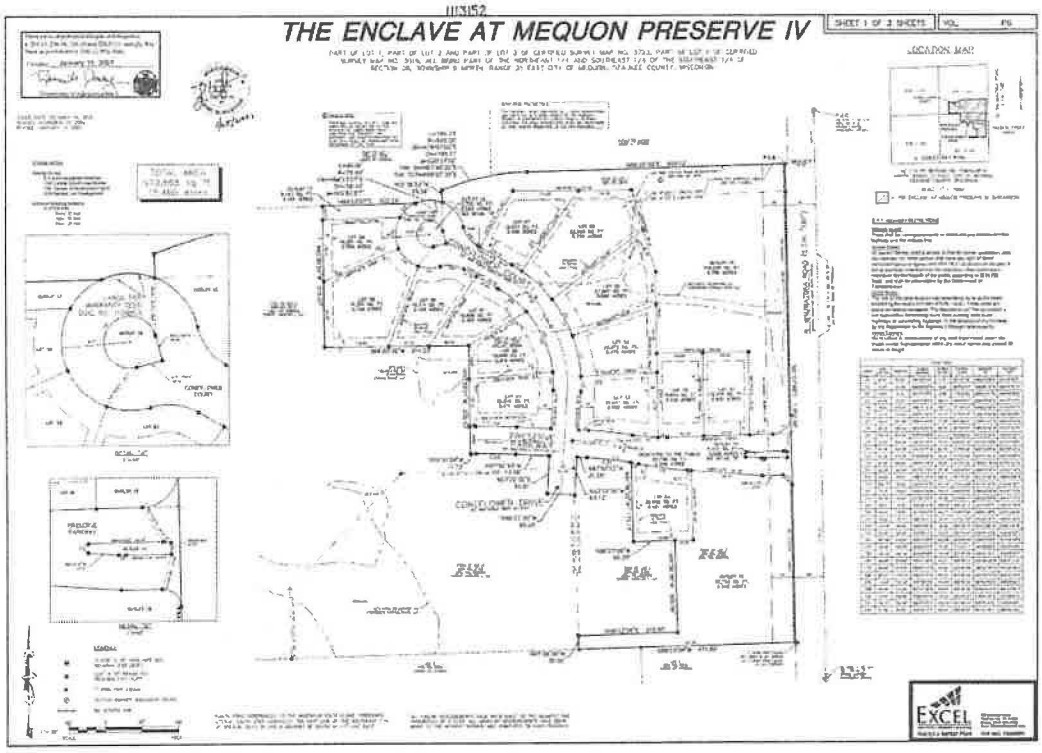
**BY: VH HOLDINGS, LLC, ITS SOLE MEMBER**

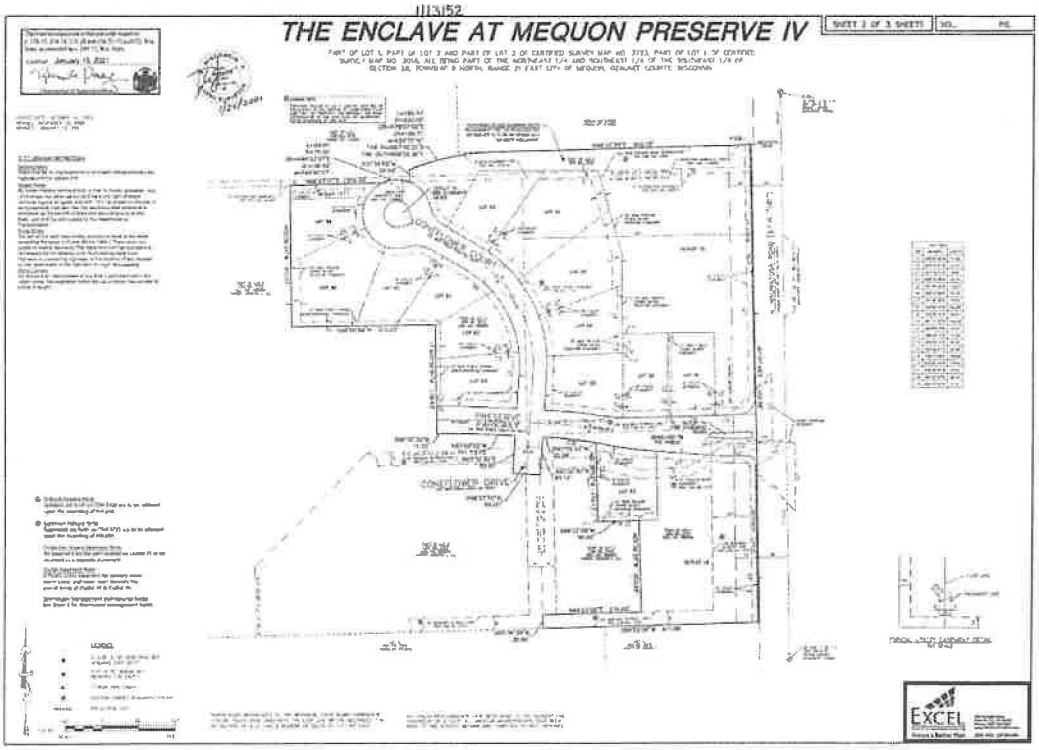
By: Karen Simon Dreyer

Print Name: Karen Simon Dreyer

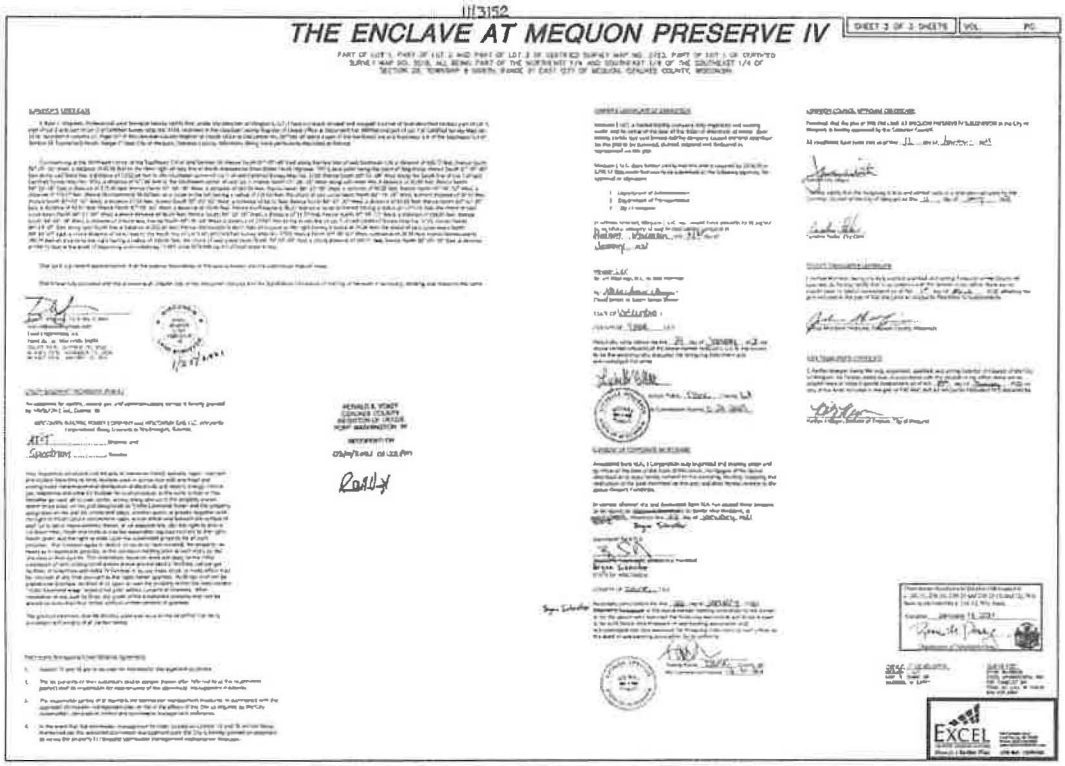
Print Title: Authorized Signatory Officer

# Exhibit "B"




Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



1113152

# THE ENCLAVE AT MEQUON PRESERVE IV

SHEET 3 OF 3 SHEETS | VOL. | PG.

PART OF LOT 1, PART OF LOT 2 AND PART OF LOT 3 OF VESTRED SURVEY MAP NO. 2253, PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5018, ALL BEING PART OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

# EXHIBIT "C"

## Total Minimum Points for Landscaping

| Lot(s) | Minimum Points for Foundation Plantings | Total Minimum Points for Landscaping |
|---|---|---|
| **51-64** | 350 | 500 |

**EXHIBIT "D"**

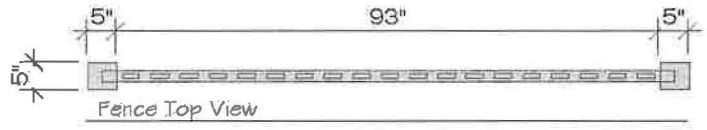
## Landscaping Elements

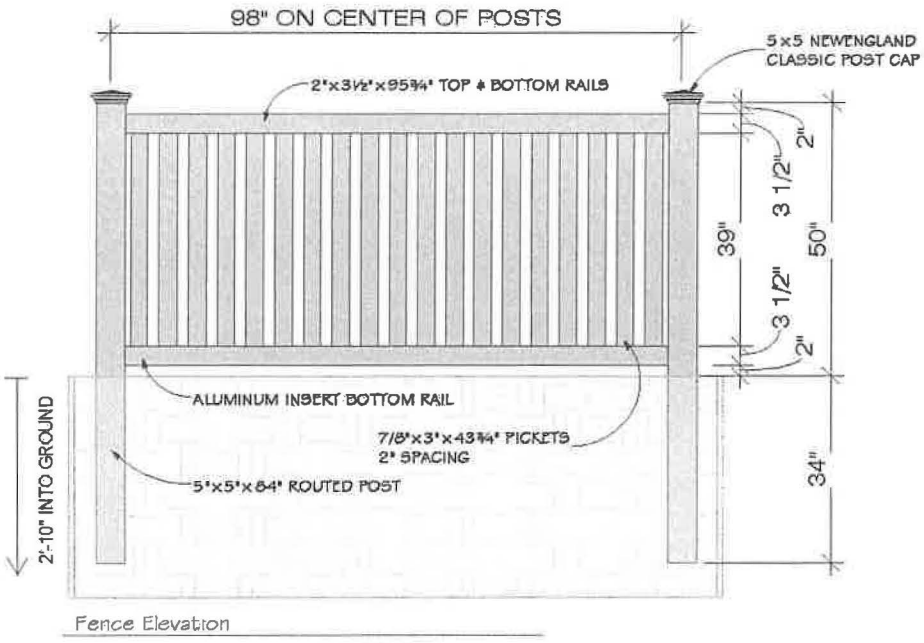
| Elements | Point Schedule |
|---|---|
| A) *Small Shade Trees (balled and burlaped)* (1.5"-2" caliper at 6" from the roots) | 50 |
| B) *Medium Shade Trees (balled and burlaped)* (2"-3" caliper at 6" from the roots) | 100 |
| C) *Large Shade Trees (balled and burlaped)* (3"-4" caliper at 6" from the roots) | 150 |
| D) *Extra-Large Shade Trees (balled and burlaped)* (4" + caliper at 6" from the roots) | 200 |
| E) *Ornamental Trees (balled and burlaped)* (1.5"-2" caliper at 6" from the roots) | 50 |
| F) *Small Evergreen Trees* (3' to 4.5' when planted) | 25 |
| G) *Medium Evergreen Trees* (5' to 6.5' when planted) | 50 |
| H) *Large Evergreen Trees* (7' + when planted) | 100 |
| I) *Evergreen Shrubs* (18" minimum diameter) | 20 |
| J) *Small Deciduous Shrubs* (18" to 35" in diameter) | 10 |
| K) *Medium Deciduous Shrubs* (35" to 60" in diameter) | 15 |
| L) *Large Deciduous Shrubs (balled and burlaped)* (60" or greater in diameter) | 25 |
| M) *Decorative Retaining Walls* (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.) | 10 |
| N) *Paver Stone Walks, Paths or Patios* (Points per square foot – no driveways included.) | 1 |
| O) *Planting Beds* (Points per square foot – must be decorative stone or mulch.) | 1 |

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.

Exhibit "E"

# STRATFORD




NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

- FENCE MUST BE VINYL
- VINYL COLOR: WHITE
- FENCE STYLE IS A PLYGEM PRODUCT (STRATFORD)

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS

VERIDIAN HOMES
6801 South Towne Drive
Madison, WI 53713
Phone 608.226.3100
Fax 608.226.0600

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.