

DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION
FOR
PARK PLACE SUBDIVISION

This Declaration is made this 29th day of November, 1983 by Republic Development, Inc. (hereinafter called "Developer").

RECITATIONS

WHEREAS, Developer owns all those lands located in the City of Mequon, Ozaukee County, Wisconsin, described on Exhibit A attached hereto;

WHEREAS, a portion of the Subdivision is a platted subdivision consisting of 52 lots and the remaining portions of the Subdivision are intended to be platted by Developer;

WHEREAS, Developer desires to subject the presently platted lots and all future platted lots within the Subdivision, as well as all other portions of the Subdivision (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner;

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

DEFINITIONS, PURPOSE & USE RESTRICTIONS

1.01 DEFINITIONS.

a) "Association" shall mean the Park Place Homeowners Association, an unincorporated association, created under this Declaration.

b) "Architectural Control Board," the "Board," or "ACB" shall mean the officers of the Association appointed or elected in accordance with Section 3.07 of this Declaration who shall serve as members of the Architectural Control Board and shall operate and manage the Association as a Board of Directors.

c) "Common Area" or "Common Areas" shall mean any outlot or other area within the Subdivision which is not a Lot or a dedicated street or other dedicated area for which the City has assumed responsibility for maintenance and which is conveyed by Developer to the Association.

- d) "City" shall mean the City of Mequon, a municipal corporation.
- e) "Developer" shall mean Republic Development, Inc., a Wisconsin corporation, as well as any successor-Developer.
- f) "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or group of persons where three or more are not so related or engaged as household employees.
- g) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).
- h) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot and block number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any outlot or other Common Area.
- i) "Lot Owner", "Lot Owners" or "co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees and vendors but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- j) "Property" shall include a Lot and all improvements.
- k) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- l) "structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment; burms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.
- m) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the City.

n) "successor-Developer" shall mean any person, firm or entity which expressly assumes in writing all then remaining obligations of Developer to the City under certain Development Agreements recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document Nos. 315861 and 318652 (as may be amended) relating to development of the Subdivision or portions thereof.

1.2 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS.

a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the Board.

c) Each Lot and all front, side, and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot. Developer shall not be obligated to improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.

d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engage in which constitutes a public or private nuisance.

1.04 USE AND MAINTENANCE OF COMMON AREAS.

a) All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Board (which approval, if given, may be revoked at any time).

b) Any signs, monuments or structures constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance.

1.05 RESTRICTIONS ON USE OF RECREATIONAL VEHICLES.

Recreational Vehicles (which shall include, snowmobiles, trailbikes, travel trailers and vans, motor homes, and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision nor shall any such Recreational Vehicle be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Such Recreational Vehicles shall also not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.06 ANIMALS AND PETS.

No livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.07 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by the Board.

2.01 MINIMUM LIVING AREA & HEIGHT REQUIREMENTS: GARAGES.

a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios, and storage areas):

1. of not less than 2,000 square feet for a one-story Home;
2. of not less than 2,400 square feet for a two-story Home.

The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

b) Split level Homes may be permitted by the Board, in its discretion, provided the exterior dimensions and appearance are compatible or expected to be compatible with other Homes in the Subdivision.

c) Each Home shall have a basement with a finished floor area (exclusive of any crawl space) of not less than 60% of the area of the first floor.

d) No Home shall exceed two and one-half stories (excluding the basement) or 35 feet in height above finished grade, whichever is less.

e) An attached enclosed garage (for at least two and not more than 3 cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home.

2.02 LOCATION & SET BACK.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

- 1) closer than 50 feet to the front Lot line at any point;
- 2) closer than 20 feet to any side street line at any point;
- 3) closer than 20 feet to the side Lot line adjoining another Lot at any point; or
- 4) closer than 40 feet to the rear Lot line at any point;

Each corner Lot shall be determined by the Board to have one rear Lot line, one side Lot line, one front Lot line and a side street line based on the proposed orientation of the Home and other improvements.

b) Approval by the Plan Commission or building inspector of the City with respect to set-backs or other matters shall not be binding on the Board in any respect.

c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Board prior to any construction, it being intended that the Board may, in its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the subdivision or any portions thereof which the Board deems advisable.

d) The Board may permit improvements (other than the Home and garage) to be constructed, installed and located within the set-back areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed improvement and affording them an opportunity to be heard with respect to the proposed improvement.

2.03 APPROVAL OF ARCHITECTURAL CONTROL BOARD REQUIRED FOR ALL IMPROVEMENTS.

a) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the Board appropriate for its review and approval; and (2) acquisition of prior written approval by the Board. Plans, to be considered appropriate for review by the Board, must include the following (unless the Board advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan showing the location of the improvement with respect to set-backs from lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Board as it may reasonably request. The Board shall consider the following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Board.

b) Upon approval by the Board of the plans for the proposed improvement and upon receipt of any necessary City and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve months following either acquisition of Board approval or issuance of any required building permit by the City, whichever is later. The Board may, in its discretion, extend such completion deadline up to an additional six months in the event it finds the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors.

c) In the event the Board fails to act upon proposed plans within 30 days following written acknowledgment by the Board that it has received such plans and that they are adequate for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Board is required as to such particular matter.

d) Any approval or permission of the Board under this Section, to be binding or effective, must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the Board or any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereon by any Lot Owner.

e) Within 90 days following construction or installation of any improvement, the Lot Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the Board.

2.04 LANDSCAPING & DRAINAGE.

a) Within 6 months following issuance of an occupancy permit for a Home, a complete landscaping plan for the entire Lot shall be submitted to the Board for its approval under Section 2.03 above. All landscaping shall be completed (in accordance with the plan approved by the Board) within 24 months following the issuance of the occupancy permit for the Home.

b) To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water toward adjoining streets and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot Owner.

c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board under Section 2.03.

2.05 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with an asphalt or concrete driveway extending from the street to the garage within 24 months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall be submitted to the Board for its prior approval under Section 2.3 above.

2.06 CONSTRUCTION MATERIALS -- STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Board, unless required for backfilling, finish grading, or landscaping.

2.07 WATER SUPPLY.

Each Home shall be connected to the water supply system as established in the Declaration of Water Trust or to the water supply system of the City or public utility and no individual wells shall be used or permitted.

2.08 SEWERAGE DISPOSAL.

Each Home shall be connected with the City or other common sewer system and no septic tank or other individual sewerage system shall be used or permitted.

2.09 GARBAGE DISPOSAL.

Each Home shall be equipped with a garbage disposal connected to the sanitary sewer. No incinerator or incineration system for burning garbage or debris shall be used or permitted.

2.10 WIRES AND ANTENNA.

a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Board prior to installation.

b) No roof-top, tower-mounted or other external antenna for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior approval of the Board.

2.11 SIGNS AND MAILBOXES.

a. No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

b) No mailbox shall be installed unless the location, size, materials and appearance are approved in writing by the Board in accordance with Section 2.03.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

a) The Developer hereby creates and establishes a non-profit unincorporated homeowner's association to be known as "Park Place Homeowner's Association", with all rights, powers, privileges and obligations as provided in this Declaration.

b) The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

3.02 MEMBERSHIP.

a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.

b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot.

b) Quorum: A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

c) There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

d) A Lot Owner shall not be entitled to vote on a matter if any General or Special Assessment against the Lot is then delinquent.

e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

a) The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

b) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one co-Owner of a Lot shall be deemed effective notice to all other co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS:

a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

b) The annual meeting of the Association shall be held in June of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a).

c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth or more of all votes entitled to be cast.

d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1) to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;

2) to enforce this Declaration;

3) to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;

4) to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or improvements therefor;

5) to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

6) to employ the services of any person, firm, or corporation to maintain the Common Areas or to construct, install, repair or rebuild improvements thereon;

7) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8) to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9) to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and

10) to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

b) The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07 ARCHITECTURAL CONTROL BOARD.

a) All Officers of the Association then in office shall be members of the Architectural Control Board and no other person may be a member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office.

b) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are appointed by Developer or elected by the Association. Except for officers appointed by Developer, a person must be a Lot owner or co-Owner of a Lot in order to be eligible to serve as an officer and member of the Board.

c) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time by Developer and a successor may then be appointed by Developer.

d) Vacancies in any officer position and on the Board (caused other than by removal under Section 3.07(c) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

e) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

f) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

g) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

h) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

i) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

j) Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

k) The Board may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.08 OFFICERS.

a) The Officers of the Association shall be:

1) a President, who shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

2) a Secretary, who shall: be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

3) a Treasurer, who shall: be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

4) one or more Vice-Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one or more Vice-Presidents. A Vice-President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 MANAGEMENT OF ASSOCIATION BY THE BOARD.

a) The Association and its business, activities and affairs shall be managed by the Board (which shall consist of all the officers of the Association). The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as 80 percent of all present and future platted Lots in the Subdivision have been sold and fee simple title conveyed by Developer (at which time, all officers of the Association shall be elected by the members of the Association).

b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

c) No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the Association for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

e) All decisions of the Board on any matter (including, without limitation, decisions under Section 2.03) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.10 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments. The Board may, at any time, levy assessments for such purposes against the Lot Owners "other than the Developer" and against all Lots "other than those owned by Developer." The Developer shall be not responsible for any assessments, General or Special or otherwise, at any time.

b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner, other than the Developer, and his, her or their Lot (without levying against other Lots) for:

- 1) costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of such Lot Owner or the family or guests of such Lot Owner;
- 2) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against such Lot Owner;
- 3) interest due on General or Special Assessments; and
- 4) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

c) "General Assessments" may be made and levied by the Board equally against each Lot Owner, other than the Developer, and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

- 1) maintenance, repairs, upkeep or operation of Common Areas and any additional Common Areas (such as any continuous real estate) as may be acquired by the Association;
- 2) any insurance maintained by the Association;
- 3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- 4) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- 5) costs and expenses for additional improvements to Common Areas beyond those installed by Developer;
- 6) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;
- 7) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

- 8) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;
- 9) all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot not owned by the Developer.

- d) The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.
- e) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the co-Owners of the Lot.

3.11 PAYMENT OF ASSESSMENTS.

- a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.
- b) All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.12 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All General and Special Assessments which are not paid when due: shall bear interest at 12 percent per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.13 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

c) Rules and Regulations shall be enforced by the Board but may not be enacted, amended, or repealed by the Board.

3.14 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.15 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Ozaukee County, Wisconsin.

3.16 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.03(c), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorneys fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.03(c)) unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the Office of the Register of Deeds for Ozaukee County, Wisconsin, a document to that effect executed by the Owners of at least 75 percent of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized. Such amendment shall become effective only upon recording.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Owners of at least 75 percent of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 20-year term, whichever occurs later.

4.06 DISCLAIMER.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration. If Developer fails to cause all such unplatted portions of the Subdivision to be duly platted within 5 years from the date of recording of this Declaration, Developer's exclusive right to appoint the officers of the Association shall terminate.

4.07 INTERPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declarations or approved in writing by the Board.

IN WITNESS HEREOF, this Declaration of Restrictions is executed by Republic Development, Inc., as Developer, as of the date first written above.

REPUBLIC DEVELOPMENT, INC.

By: [Signature]
Richard G. Dick, President

By: [Signature]
Dorothy Schwei, Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 29th day of November, 1983, the above named Richard G. Dick and Dorothy Schwei, to me known to be the President and Secretary, respectively, of Republic Development Inc., who executed the foregoing instrument and acknowledged the same.

[Signature]
David J. Luedcke
Notary Public, State of Wisconsin
My Commission: 6-14-87

The undersigned lot owners acknowledge receipt of the Declaration of Water Trust and consent to the terms and conditions contained herein.

LOT 23 [Signature]
Michael H. Engelbrecht

[Signature]
Jerrilyn W. Engelbrecht

LOT 41 [Signature]
Robert E. Paschen

[Signature]
Lucetta L. Paschen

LOT 4 [Signature]
Alvin K. Leitl

[Signature]
Ann Marie Leitl

LOT 20 [Signature]
Brian D. Hoch

[Signature]
Elizabeth A. Hoch

LOT 26 [Signature]
James D. Layton

[Signature]
Pamela J. Layton

LOT 47

James P. Dowd
James P. Dowd

Annette C. Dowd
Annette C. Dowd

LOT 35

W. Charles Jackson
W. Charles Jackson

Barbara A. Jackson
Barbara A. Jackson

LOT 37

Robert L. Desmond
Robert L. Desmond

Diane E. Desmond
Diane E. Desmond

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 2nd day of APRIL, 1987, the above named Michael H. Engelbrecht and Jerrilyn W. Engelbrecht, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: Expires 3-17-85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 29th day of March, 1984, the above named Robert E. Paschen and Lucetta L. Paschen, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: expires 3/17/85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 30th day of January, 1984, the above named Alvin E. Leidl and Ann Marie Leidl, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85
Patricia John

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 20th day of February, 1984, the above named Brian D. Hoch and Elizabeth A. Hoch, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 13th day of March, 1984, the above named W. Charles Jackson and Barbara A. Jackson, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 17th day of April, 1983, the above named Robert L. Desmond and Diane E. Desmond, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public State of Wisconsin
My Commission: expires 6/14/87
David J. Luedcke

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 29th day of March, 1984, the above named James P. Dowd and Annette C. Dowd, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me, this 10th day of October, 1984, the above named James D. Layton and Pamela J. Layton, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin

My Commission: _____

EXHIBIT A
TO
DECLARATION OF RESTRICTIONS
FOR
PARK PLACE SUBDIVISION

Lots One (1) through Fifty-Two (52) inclusive and Outlots, One (1), Two (2) and Three (3) in PARK PLACE, being a subdivision in the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 32 and of Lot 2 of Certified Survey Map No. 1216 in the Southwest 1/4 or the Northeast 1/4 of Section 32, Townships 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

RECORDED

APR 3 1 2010

REGISTRY
MISC.

DECLARATION OF WATER TRUST FOR PARK PLACE SUBDIVISION

This Declaration is made this 29th day of November, 1983 by Republic Development, Inc. (hereinafter called "Developer").

RECITATIONS

WHEREAS, Developer owns those lands located in the City of Mequon, Ozaukee County, Wisconsin, described on Exhibit A (hereinafter called "Subdivision") attached hereto except those lots previously conveyed by Developer to the lot owners identified on Exhibit B;

WHEREAS, a portion of the Subdivision is a platted subdivision consisting of 52 lots and the remaining portions of the Subdivision are intended to be platted by Developer;

WHEREAS, Developer intends to provide a water system including two wells, pumps, tanks and mains for domestic water use to service the lots in the Subdivision and has caused to be drilled on Lots 29 and 30 of the Subdivision, a well of approximately 600 feet in depth and may drill a well on Lots 37 and 77, and has installed in the streets of the Subdivision water mains and laterals extended to the lot lines of the lots in the Subdivisions;

WHEREAS, Developer, in connection with the platting of the Subdivision has reserved and hereby does reserve an easement for the purpose of the right to construct, maintain and repair wells upon each of the lots described in the final plat of Park Place Subdivision, together with an easement for the purpose of constructing, maintaining and repairing the distribution facilities and distribution system consisting of well pumps, storage tanks, controls, pump house, fire hydrants, water mains, valves and related equipment (hereinafter collectively referred to as the "water system");

WHEREAS, the Developer has previously conveyed lots to the lot owners identified in Exhibit B and Developer intends to convey to various purchasers lots in the Subdivision and all future platted lots within the Subdivision in accordance with and subject to the provisions of this Declaration of Trust to provide for the maintenance, repair, operation and service of the Water System for the benefit of present and future lot owners; and

WHEREAS, the Developer has subjected the platted lots within the Subdivision, as well as other portions of the Subdivision to the Declaration of Restrictions dated Nov. 29, 1983 and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in Reel 506, Image 349 to 356, as Document No. 349072, it being expressly understood that the provisions of the Declaration of Restrictions are incorporated herein,

APR 3 1 20 PM '84

Anita M. Becker

DECLARATION

NOW, THEREFORE, the Developer grants, transfers and conveys to the Trustees and its successors in office, the right to manage and operate the Water System and the easements to construct, maintain, repair and replace the Water System for the purpose of providing water service to the lots in the Subdivision and all future platted lots within the Subdivision, as well as all other portions of the Subdivision (except dedicated streets and utilities).

Definitions

1.01

(a) The definitions of terms as set forth in Section 1.01 of the Declaration of Restrictions shall control for the purposes of this Declaration.

(b) "Lot Owner" shall, for the purposes of this Declaration, mean the holder(s) of legal title to a lot except in the case of a land contract Lot Owner shall mean only the land contract vendee(s).

(c) "Trustees" shall mean the President, Secretary and Treasurer of the Association appointed or elected in accordance with Section 3.08 of the Declaration of Restrictions who shall serve as Trustee of this Water Trust and administer this trust for the benefit of the Lot Owners.

Trustees2.01 Creation, Selection and Vacancies.

(a) The Trustees shall initially consist of the persons appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are appointed by Developer or elected by the Association. Except for officers appointed by Developer, a person must be a Lot Owner or co-Owner of a lot in order to be eligible to serve as Trustee.

(b) Any Trustee (other than a Trustee appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any Trustee appointed by Developer may be removed at any time by Developer and a successor may then be appointed by Developer.

(c) Vacancies in Trustee position (caused other than by removal under Section 2.01(b) above) shall be filled by a majority vote of the Trustees then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

(d) An annual meeting of the Trustees shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Trustees shall be required.

(e) Regular meetings of the Trustees shall be held at such times and places as the Trustees determine by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

(f) Special meetings of the Trustees may be called by any Trustee on three (3) days' prior notice to each Trustee, given orally or in writing.

(g) Before, at, or after any meeting of the Trustees, any Trustee may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

(h) For all meetings of the Trustees, a quorum necessary to transact business shall consist of a majority of the Trustees and the act of such majority shall be the act of the Trustee. If there is less than a quorum present at any meeting of the Trustees, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

(i) Any action of the Trustee authorized under this Declaration may be taken upon the unanimous consent of all Trustees without a meeting.

(j) The Trustees may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

2.02 Powers and Duties.

(a) The Trustee shall construct, operate and manage the Water System and shall determine the water rates and shall collect from the Lot Owners the service charges as herein provided. Payments received by the Trustees shall be used for the repair, maintenance replacement, taxes (real and personal) insurance auditing expense, and any and all other expenses incidental to the operation and maintenance of the Water System. The Trustee shall keep the Water System in good repair and maintenance and shall pay all taxes levied on said Water System and shall take such other actions as are necessary to operate and manage the Water System.

(b) Accounts. The Trustee shall keep true and correct accounts of all income and expenses which book of accounts shall be subject to inspection by any of the Lot Owners at reasonable times after reasonable notice.

(c) Inspection and Repairing. The Trustee shall have the right to enter upon any portion of the Subdivision for the purpose of inspection, repairs, upkeep and any other purpose which may be incidental or necessary to maintaining the Water System.

Lot Owners

3.01

(a) Connection. Each Lot Owner on which a home is erected shall connect to water laterals of the Water System for the purpose of supplying water to such lot in such manner as may be directed by the Trustee. The laying and connecting to such lateral pipes from the lot line to the home shall be at the expense of the Lot Owner. After connection with the system, the Lot Owner shall be obligated to make payments provided in this Declaration.

(b) Rights of Use. Each Lot Owner shall have the right of access to the Water System, subject to the same right as other Lot Owners and may draw water from the Water System as herein provided and each Lot Owner shall be bound by such rules and regulations relating to the use of the water from the Water System as may be promulgated by the Trustees. The City of Meduon or any successor or municipality having jurisdiction shall have the right to draw water from the Water System through the fire hydrants for fire-fighting purposes without charge to such municipality.

(c) Other Wells Prohibited. No Lot Owner within the Subdivision shall separately provide or dig any well for supplying water upon any lot or the premises of the Subdivision.

(d) Charges. Upon connection to the water lateral, each Lot Owner shall pay to the Trustee a quarterly service charge of Twenty-five Dollars (\$25.00) for water used. Quarterly service charges shall be billed at the end of each calendar quarter and prorated depending upon the date of connection. The Trustees shall, when necessary, adjust the quarterly service charge so as to assure sufficient funds to cover all expenses of operation and to establish an adequate reserve for replacements.

(e) Default. In the event that any Owner shall fail to pay the quarterly service charge when due, the provisions of Section 3.11 and 3.12 of the Declaration of Restrictions shall control all such unpaid charges, shall bear interest at 12% per annum or at such other maximum rate as may then be permitted by law, until the charges are paid in full, and shall constitute a lien on the lot and shall be collectible in accordance with the provisions of Section 3.12 of the Declaration of Restrictions. In addition to the remedies granted under Section 3.12 of the Declaration of Restrictions, the Trustee may, at its option, upon five days' notice, disconnect the water service of any defaulting Lot Owner from the Water System. Such service shall be reinstated upon payment of all quarterly service charges in arrears, together with interest as specified above and the cost of disconnecting and connecting the service.

Termination

4.01

(a) This Trust shall terminate on the earliest of any of the following events:

- (i) The Water System is taken over by either a governmental authority or a public utility (regulated and controlled as to the rates and services by a duly constituted public regulatory body or commission) for maintenance and operation. In such event, the Trustees shall transfer all interest in and to this Declaration of Water Trust to such governmental authority or such public utility, together with all right, title and interest of the Trustees in and to the Water System, and together with all appurtenances thereto.
- (ii) The municipal water service is provided either by a governmental authority or by a public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) through means other than the Water System. In such event, the easements granted for those parts of the Water System not in use shall cease and terminate and the assets in the hands of the Trustees shall be liquidated and disposed of according to the terms hereof.
- (iii) The Water System is, in its entirety, at the option of the City of Mequon, connected to or integrated with any municipal, intermunicipal, or metropolitan system which may hereafter be established by the City of Mequon, either alone or in cooperation with other municipalities or any statutory water district. In such event, the connection and integration shall be made without the awarding of any damages or the payment of any sum in consequence thereof by the said City, water district and/or municipality and any cash reserves and proceeds realized from the disposition of assets not required to effectuate such connection and integration shall be distributed to the Lot Owners as hereinafter provided.

(b) In any such event, the Trustee shall transfer all interest in and to the mains, hydrants and other component parts of the distribution system to such governmental authority or to such public utility or to such City, water district and/or municipality and the remaining assets, consisting principally of the wells, pumps, pump house, storage tank, controls, etc., shall be sold and converted into cash.

(c) Upon termination of this Trust, any cash reserves derived from service charges or cash derived from the sale of the Water Systems assets shall be divided equally among the then Owners of lots improved with homes which are connected to the Water System and returned to them after payment of all Trust expenses.

Miscellaneous

5.01

(a) Extension of Water System. This Trust shall be applicable to all lots platted at the execution of this Trust and to all lots which are hereafter platted in Park Place Subdivision. The geographic jurisdiction of this Trust may not be expanded and service may not be provided by the Water System to any areas other than Park Place Subdivision.

(b) Amendments. This Agreement may be amended at any annual meeting or a special meeting called for such purpose by the affirmative vote of Owners of two-thirds (2/3) of lots subject to this Declaration of Water Trust; provided, however, that any such amendment shall also be approved by the City of Mequon, and provided further, that paragraphs 6 and 18 hereof may not be amended.

(c) Effect. The foregoing shall be construed as covenants running with the land. This Trust shall inure to the benefit of the present owners and their respective heirs, personal representatives, successors and assigns.

Dated at Milwaukee, Wisconsin, this 29th day of November, 1983.

REPUBLIC DEVELOPMENT, INC.

By: [Signature]
Richard G. Dick, President

By: [Signature]
Dorothy Schwei, Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 29th day of November, 1983, the above named Richard G. Dick and Dorothy Schwei, to me known to be the President and Secretary, respectively, of Republic Development Inc., who executed the foregoing instrument and acknowledged the same.

[Signature]
David J. Luedcke
Notary Public, State of Wisconsin
My Commission: 6-14-87

The undersigned lot owners acknowledge receipt of the Declaration of Water Trust and consent to the terms and conditions contained herein.

LOT 23 Michael H. Engelbrecht
Michael H. Engelbrecht

Jerrilyn W. Engelbrecht
Jerrilyn W. Engelbrecht

LOT 41 Robert E. Paschen
Robert E. Paschen

Lucetta L. Paschen
Lucetta L. Paschen

LOT 4 Alvin K. Leitl
Alvin K. Leitl

Ann Marie Leitl
Ann Marie Leitl

LOT 20 Brian D. Hoch
Brian D. Hoch

Elizabeth A. Hoch
Elizabeth A. Hoch

LOT 35 W. Charles Jackson
W. Charles Jackson

Barbara A. Jackson
Barbara A. Jackson

LOT 37 Robert L. Desmond
Robert L. Desmond

Diane E. Desmond
Diane E. Desmond

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 2nd day of April, 1984, the above named Michael H. Engelbrecht and Jerrilyn W. Engelbrecht, respectively to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My commission: Expires 3-17-85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 29th day of March, 1984, the above named Robert E. Paschen and Lucetta L. Paschen, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My commission: expires 3-17-85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 30th day of January, 1984, the above named Alvin K. Leitl and Ann Marie Leitl, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85
Patricia John

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 22nd day of January, 1984, the above named Brian D. Hoch and Elizabeth A. Hoch respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 13th day of March, 1984, the above named W. Charles Jackson and Barbara A. Jackson respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia John
Notary Public, State of Wisconsin
My Commission: Expires 3/17/85


STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me, this 21st day of January, 1983, the above named Robert L. Desmond and Diane E. Desmond respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

David J. Luedcke
Notary Public, State of Wisconsin
My Commission: expires 6-14-87
David J. Luedcke

ACCEPTANCE OF TRUST

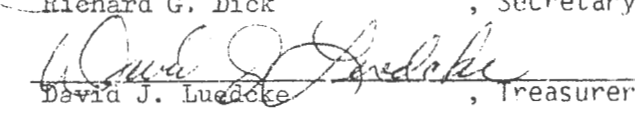
The undersign hereby consent to act as the Trustee designated in the foregoing Declaration of Water Trust and in accordance with the terms and conditions hereof.



James P. Dowd , President



Richard G. Dick , Secretary



David J. Luedcke , Treasurer

This instrument was drafted by
Frisch, Dudek and Slattery, Ltd.
by John G. Geiringer

326Q

EXHIBIT A
TO DECLARATION OF WATER TRUSTLegal Description

Lots One (1) through Fifty-Two (52) inclusive and Outlots, One (1), Two (2) and Three (3) in PARK PLACE, being a subdivision in the Northwest 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 32 and of Lot 2 of Certified Survey Map No. 1216 in the Southwest 1/4 or the Northeast 1/4 of Section 32, Townships 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

326Q

EXHIBIT B
TO DECLARATION OF WATER TRUST

Lots Conveyed by Developer

<u>Lot No.</u>	<u>OWNERS</u>
LOT 23	<p><i>[Signature]</i> Michael E. Engelbrecht</p> <p><i>[Signature]</i> Jerrilyn W. Engelbrecht</p>
LOT 41	<p><i>[Signature]</i> Robert E. Paschen</p> <p><i>[Signature]</i> Lucetta L. Paschen</p>
LOT 4	<p><i>[Signature]</i> Alvin K. Leidl</p> <p><i>[Signature]</i> Ann Marie Leidl</p>
LOT 20	<p><i>[Signature]</i> Briar D. Hoch</p> <p><i>[Signature]</i> Elizabeth A. Hoch</p>
LOT 35	<p><i>[Signature]</i> W. Charles Jackson</p> <p><i>[Signature]</i> Barbara A. Jackson</p>
LOT 37	<p><i>[Signature]</i> Robert L. Desmond</p> <p><i>[Signature]</i> Diane E. Desmond</p>
LOT 47	<p><i>[Signature]</i> James P. Dowd</p> <p><i>[Signature]</i> Annette C. Dowd</p>
LOT 26	<p><i>[Signature]</i> James D. Layton</p> <p><i>[Signature]</i> Pamela J. Layton</p>

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~~X~~
Original

FIRST AMENDMENT
TO DECLARATION OF SUBDIVISION
FOR
PARK PLACE SUBDIVISION

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND
HOMEOWNERS ASSOCIATION FOR PARK PLACE SUBDIVISION,
PARK PLACE ADDITION NO. 1 AND PARK PLACE ADDITION NO. 2

This First Amendment to the Declaration of Restrictions and Homeowners' Association for Park Place Subdivision, Park Place Addition No. 1 and Park Place Addition No. 2 is made and entered into as of the ____ day of _____, 1986, by Republic Development, Inc., a Wisconsin corporation, hereafter called "Developer" pursuant to and in accordance with the Declaration of Restrictions and Homeowners' Association dated November 29, 1983, and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, April 3, 1984 in Volume 506, Pages 229 to 252, hereafter called the "Declaration."

RECITATIONS

0.1 WHEREAS, the Declaration subjects the platted Lots and outlots within the Subdivision to the conditions, restrictions, covenants, reservations and easements set forth therein for the mutual benefit of the Lot Owners; and

0.2 WHEREAS, Outlot 1 and Lots 13 and 14 have been replatted and are now described as Park Place Addition No. 1 consisting of Lots 53 through 58 inclusive as more particularly set forth on the Plat of Park Place Addition No. 1 dated _____ and recorded in _____; and

0.3 WHEREAS, the Developer intends to replat Outlot 2 to be described as Park Place Addition No. 2 consisting of Lots 59 through 81 inclusive; and

0.4 WHEREAS, Article 4.04 of the Declaration provides that the Declaration may be amended by recording in the Office of the Register of Deeds for Ozaukee County, Wisconsin, a document executed by the owners of at least 75% of all lots in the Subdivision, and their mortgagees, such amendment to be effective upon recording; and

0.5 WHEREAS, _____ of the 81 Lots have been sold and are owned by Lot Owners, all of whom join in the execution of this Amendment; and

0.6 WHEREAS, the Developer is the owner of the remaining Lots and outlots, and that it joins in the execution of this Amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is amended to read as follows (with changes and additions being underlined in the section heading and/or body of the paragraph for easy reference only):

1.01 Definitions.

(a) "Association" shall mean the Park Place Homeowners' Association, a nonprofit, nonstock homeowners' association; created under this Declaration.

* * *

(c) "Common Area" or "Common Areas" shall mean any outlot within the Subdivision which is not a Lot or a dedicated street or other dedicated area for which the city has assumed responsibility for maintenance and which is conveyed by Developer to the Association. Common Area(s) does not include the Park Place Pond.

* * *

(o) "Park Place Pond" shall mean the drainage easement located on Lots 37, 75, 76, 77, 78, 79, 80 and 81 as shown on the plat of Park Place Addition No. 2.

(p) "POND LOT OWNER" shall mean the owners of Lots 37, 75, 76, 77, 78, 79, 80 and 81.

(q) "Pond Owners Association" shall mean the owners of Lots 37, 75, 76, 77, 78, 79, 80 and 81, a nonprofit association created under this Amended Declaration.

(r) "Developer Landscaping" shall mean the master subdivision landscape plans of Theodore Brickman Co., dated July 24, 1985, revised October 28, 1985, and amended by the final "as landscaped plans."

(s) "Entry Landscaping" shall mean the landscape planning for the entranceway to the Subdivision as shown on the plans of Theodore Brickman Co., dated July 24, 1985, revised October 28, 1985, and amended by the final "as landscaped plans."

New Section 1.08 is created to read as follows:

1.08 Developer Landscaping; Easements.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has created a master landscape plan as shown on the Plat of Park Place Addition No. 2 and in the plans and specifications of Theodore Brickman Co., dated July 24, 1985, revised October 28, 1985, and amended by the final "as landscaped plans" (hereafter "Developer Landscaping"). The Developer Landscaping includes various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Lots in the Subdivision. The master landscape plan also includes the construction of improvements and landscaping for the entranceways to the Subdivision as shown on the plat of Park Place Addition No. 2 and in the plans and specifications of Theodore Brickman Co., dated July 24, 1985, revised October 28, 1985, and amended by the final "as landscaped plans" (hereafter the "Entry Landscaping"). The Lots affected by the Developer Landscaping are Lots 20, 54, 55, 56, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73. The Lots affected by the Entry Landscaping are Lots 1, 19, 20, 69 and 70.

(a) Developer's Easement for the Construction of Developer's Landscaping and Entry Landscaping. This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction of any of the improvements or facilities involved in the Developer's Landscaping and Entry Landscaping. The approximate dimensions of the easement areas are ___ for the Developer's Landscaping and ___ for the Entry Landscaping as more specifically shown on the attached diagram. This easement shall terminate upon the Developer's delivery of a certificate of completion to Homeowners' Association, indicating that all work on the Developer's Landscaping and Entry Landscaping has been completed.

(b) Lot Owners to Maintain Developer's Landscaping. Each Lot Owner affected by the Developers Landscaping shall be responsible for maintaining and repairing the Developers Landscaping. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Developer's Landscaping in an attractive condition consistent with the original design of Developer's Landscaping.

In the event a Lot Owner is unable or unwilling to maintain or repair the Developer Landscaping, the Association and its agents shall have the right to enter upon said Lot to correct, repair, maintain and restore the Developer Landscaping. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Developer Landscaping. The Association shall thereafter have the right to levy a special assessment against the Lot Owner involved for the costs of such maintenance and repairs performed by the Association, pursuant to th provisions of Section 3.10 of the Declaration.

(c) Association to Maintain Entry Landscaping. The Association shall be responsible for maintaining and repairing the Entry Landscaping. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Entry Landscaping in an attractive condition consistent with the original design of the Entry Landscaping. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Entry Landscaping. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 3.10 of the Declaration.

(d) Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

Section 2.01 is amended as follows:

2.01 (a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas):

- (1) of not less than 2,400 square feet for a one-story Home;
- (2) of not less than 2,800 square feet for a two-story Home.

The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

* * *

(e) An attached enclosed garage (for at least two and not more than three cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Each such attached garage shall be constructed so that the garage door through which cars enter shall not face the same direction that the front entranceway of the Home faces.

* * *

Section 2.10 is amended to read as follows:

* * *

2.10 (b) No roof-top, tower-mounted or other external antenna, including satellite dishes, for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Board.

Section 2.11 is amended as follows:

2.11 Signs and Mailboxes.

(a) No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than six square feet advertising the Property for sale; (2) one standard sign (showing the Lot Owner's name) as may be approved by the Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or Board may approve for placement on those Lots affected by the Entry Landscaping for the purpose of advertising Park Place Subdivision.

New Section 2.12 is created to read as follows:

2.12 Roof Materials. The finish construction of the roof of each Home shall be cedar shake shingles.

Sections 3.17 and 3.18 are created to read as follows:

3.17 Park Place Pond; Mutual Easements.

(a) The Plat of Park Place Addition No. 2 creates a drainage easement which is located on or abuts portions of Lots 37, 75, 76, 77, 78, 79, 80 and 81 (hereafter "Park Place Pond") and is for the exclusive use and enjoyment of those Lot Owners, their respective families and guests.

(b) All of the Pond Lot Owners, their respective families and guests shall have a mutual easement of use and enjoyment over and across the Park Place Pond and such easements shall be appurtenant to and shall pass with the title to the Pond Lots.

3.18 Pond Owners' Association.

(a) The Developer hereby creates and establishes a nonprofit unincorporated Owners' Association to be known as "Pond Owners' Association" with all rights, powers privileges and obligations as provided in the Declaration and this Amendment.

(b) The Pond Owners' Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

(c) The Pond Owners' Association is the means through which the Pond Lot Owners, acting as a group, shall administer, manage, operate, control, maintain and repair the Park Place Pond. Each Pond Lot Owner shall automatically be a member of the Pond Owners' Association and shall be entitled to one membership and one vote for each Pond Lot owned, with ownership of a Pond Lot being the sole qualification for membership. The membership in the Pond Owners' Association appurtenant to a Lot shall be owned jointly and severally by all co-Pond Lot Owners of the Pond Lot, regardless of the form of tenancy, estate or interest in the Lot.

(d) Membership, voting rights, meetings, powers, officers, directors and management, common expenses and assessments of the Pond Owners' Association shall be determined and governed in the same manner and by the same procedures as those matters are generally determined and governed with respect to the Association. The provisions of Section 3.02 through 3.16 of the Declaration shall apply to Pond Owners' Association with respect to the management and operation of that Association for matters which are pertinent to the Pond Lot Owners in the use and operation of the Park Place Pond.

(e) The Pond Owners' Association may, from time to time, adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Park Place Pond by the Pond Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Park Place Pond by the Pond Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the other Lots and Common Areas of the Subdivision. All Rules and Regulations adopted by the Pond Owners' Association must be approved by the Board of Directors of the Association. All Pond Lot Owners, their families and guests shall abide by all such Rules and Regulations. Rules and Regulations for the Pond Owners' Association shall be enforced in the same manner as Rules and Regulations for the Association are enforced as set forth in Section 3.13 of the Declaration.

Except as amended and modified, all of the provisions of the Declaration shall continue and remain in full force and effect.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 1986.

Developer and Owner of Lots 1, 2,
~~3, 13, 14, 15,~~ 16, 17, 18, 19, 21,
 22, 25, ~~29, 36, 53,~~ 55, 56, 57, 58,
 59, 60, 61, 62, 63, 64, 65, 66, 67,
 68, 69, 70, 71, 72, 73, 74, 75, 76,
 77, 78, 79, 80 and 81

REPUBLIC DEVELOPMENT, INC.

By: _____
 Dennis M. Bush, President

By: _____
 Robert L. Desmond, Treasurer

STATE OF WISCONSIN)
) SS.
 OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 1986, the above-named Dennis M. Bush and Robert L. Desmond, as President and Treasurer of Republic Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission: _____

(Signature Pages Follow)