DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION FOR VINTAGE ESTATES SUBDIVISION

This Declaration is made this 1st day of July, 1988 by Fred Miller, Jr. (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 forty-five (45) lots;

WHEREAS, Developer desires to subject the presently 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;

WHEREAS, Developer intends to provide a water system for domestic water use to service said lots in the Subdivision, and has constructed a deep well which is situated upon the real estate described on Exhibit B, and has installed in the streets of the Subdivision water mains and laterals extended to the lot lines of the lots in the Subdivision;

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 the well situated on the real estate described on Exhibit B, together with an easement on the real estate described in attached Exhibit A for the purpose of constructing, maintaining and repairing the distribution facilities and distribution system consisting of a well pump, storage tank, controls, pump house, fire hydrants, water mains, valves and related equipment (hereinafter referred as the "Water System");

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 Vintage Estates Homeowners Association, an unincorporated association, created under this Declaration.

b) "Architectural Control Committee," or "ACC" shall mean the Developer and/or his designee or designees, or such person or persons as shall be appointed from time to time in accordance with Section 3.09 of this Declaration.

c) "Board of Directors," or the "Board" shall mean the Officers of the Association appointed by the Developer or elected in accordance with Section 3.07 of this Declaration.

d) "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.

e) "City" shall mean the City of Mequon, a municipal corporation.

f) "Developer" shall mean Fred Miller, Jr., as well as any successor-Developer.

g) "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.

h) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

i) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number. The term "Lot" does not include any outlot or other Common Area.

j) "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.

k) "Property" shall include a Lot and all improvements.

l) "Section" shall mean all those provisions within a numbered heading of this Declaration.

m) "Structure" and "Improvement" shall be synonomous 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, carport, 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.

n) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the City.

o) "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, in Volume 592 of Records, Pages 538-551, inclusive, as Document No. 391274 (as may be amended) relating to development of the Subdivision or portions thereof.

1.02 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 and every Lot shall be used only for single family residential purposes, and shall be occupied by only one family. No trade, business, profession or commercial enterprise of any nature whatsoever shall be carried on or conducted from or upon any Lot or any building or structure situated thereon. 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) Not more than one single family residence dwelling with an attached garage may be erected, constructed, placed or permitted to remain on any Lot. No other building or structure may be erected, constructed, placed or permitted to remain on any Lot without the prior approval of the Architectural Control Committee.

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.

c) Use of Outlot One (1) and Four (4), in Vintage Estates, shall be subject to the covenants, conditions and restrictions as set forth in a certain DETENTION POND AGREEMENT,

entered into by the Developer with the City of Mequon and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on June 24, 1988, in Volume 619 of Records, at Page 799, as Document No. 404523, and re-recorded as Document No. 404839, wherein the Developer has agreed, at his expense, to provide appropriate maintenance to the detention ponds constructed on said Outlots located in the Subdivision, which maintenance includes, but is not limited to, erosion control, removal of debris, removal of any sediment accumulation which may prevent proper operation of the tile system, and maintenance of the tile cleanouts and trash rack; and subject to following covenants and restrictions:

1) The Association shall have, from the effective date of this Declaration, the maintenance responsibilities as to said detention ponds as provided for in the Detention Pond Agreement.

2) In the event either the Developer or the Association fails to provide appropriate maintenance to the Detention Ponds situated in Vintage Estates, the City is empowered, upon proper notice, to perform such maintenance, the cost of which shall be charged to the responsible party.

d) Use of Outlot Three (3), in Vintage Estates, shall be subject to the covenants, conditions and restrictions granted by the Developer to the City of Mequon, under an OPEN SPACE EASEMENT, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on June 24, 1988, in Volume 619 of Records, on Page 797, as Document No. 404523, and re-recorded as Document No. 404838.

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), and boats 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 Architectural Control Committee (which may be withheld on the basis of aesthetic if for no other reason). Recreational Vehicles shall 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.

a) 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 common household pets (as may be approved by the Architectural Control Committee from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonably 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.

b) The Architectural Control Committee shall have the authority to establish reasonable rules relating to the type and number of pets that may be kept on any Lot. No dog runs, or dog houses can be constructed on any Lot.

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 then for burning of leaves and light brush if approved by the Architectural Control Committee.

1.08 SWIMMING POOLS.

No swimming pools or artificial ponds of any nature whatsoever shall be constructed, placed, erected or permitted to remain on any Lot.

CONSTRUCTION OF IMPROVEMENTS

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 3,400 square feet for a one-story Home;

2) of not less than 3,600 square feet for a two-story Home.

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

b) Split level Homes may be permitted by the Architectural Control Committee, 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 100% of the area of the first floor.

d) An attached enclosed garage (for at least two and not more than 4 automobiles) 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-BACKS.

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 20 feet to the rear Lot line at any point;

Each corner Lot shall be determined by the Architectural Control Committee 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 Architectural Control Committee 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 Architectural Control Committee prior to any construction, it being intended that the Architectural Control Committee 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 Architectural Control Committee deems advisable.

d) The Architectural Control Committee 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 COMMITTEE REQUIRED FOR ALL IMPROVEMENTS.

No 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 prior written approval by the Architectural Control Committee as provided for in Section 3.09 of this Declaration.

2.04 LANDSCAPING & DRAINAGE.

a) Within 9 months following issuance of an occupancy permit for a Home, a complete landscaping plan for the entire Lot shall be submitted to the Architectural Control Committee for its approval. Every landscaping plan submitted for approval shall include, without limitation, two (2) maple trees having trunks not less than 2-1/2 inches in diameter, to be planted within 20 feet of the front curb or front storm water drainage ditch. All landscaping shall be completed (in accordance with the plan approved by the Architectural Control Committee) 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 Architectural Control Committee under Sections 2.03 and 3.09 of this Declaration.

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 Architectural Control Committee for its prior approval under Sections 2.03 and 3.09 of this Declaration.

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 Architectural Control Committee, unless required for backfilling, finish grading, or landscaping.

2.07 WATER SUPPLY.

Each Home shall be connected to the Water System and no individual wells shall be used or permitted.

2.08 SEWERAGE DISPOSAL.

Each Home shall be connected with the municipal sewage system and no private sewage system, as defined in Section 144.245(a)(d), of the Wisconsin Statutes, 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. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on any Lot except in sanitary covered containers, and suitably screened from view from streets and adjacent Lots.

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 Architectural Control Committee 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 Architectural Control Committee.

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 Architectural Control Committee for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

b) No mailbox, stand, support, post or newspaper delivery box shall be installed unless the location, size, materials and appearance are approved in writing by the Architectural Control Committee in accordance with Sections 2.03 and 3.09 of this Declaration.

2.12 ROOFS.

All homes constructed in the Subdivision shall have wood shingle roofs.

2.13 MISCELLANEOUS.

A post light shall be installed at the street end of every driveway at the time of occupancy of the home. The type,

size and location shall be determined and approved in writing by the Architectural Control Committee in accordance with Sections 2.03 and 3.09 of this Declaration. No basketball hoop shall be attached to the home, and shall be installed free standing at the rear or side of the driveway. Swing sets and similar recreational devices shall be located in the rear yard only and shall not be visible from the street located in front of the house.

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 "Vintage Estates 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 in 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.

b) Quorum: A quorum for voting purposes shall consist of fifty percent (50%) 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 if mailed, shall be deemed given on the date of mailing 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 July of each year for the purpose of electing Officers and transacting any other business authorized to be transacted by the Association. The Board of Directors 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

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 conducted; 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 and 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 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; deposits 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 el ·ted 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.

c) The Officers of the Association shall initially consist of the person(s) appointed by the Developer 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 a co-Owner of a Lot in order to be eligible to serve either as an Officer of the Association or a member of the Board.

d) Vacancies in any Officer position and on the Board (caused other than by removal under Section 3.07(b) 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 and 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 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 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 12 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) Except as otherwise provided in Section 3.09, 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) All decisions of the Board on any matter shall be enforceable against any Lot Owner if made in 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.

3.09 ARCHITECTURAL CONTROL COMMITTEE.

a) Composition. As long as either of the following situations shall exist (A) there is a Lot upon which a dwelling has not been constructed or (B) Developer owns any Lot, all of the authority, rights and functions of the Architectural Control Committee shall be vested exclusively in Developer and/or his designee or designees. Thereafter, the Architectural Control

Committee shall be composed of such person or persons (who are not required to be Lot Owners) as shall be appointed from time to time by the Board of Directors. As long as either of the events described in (A) or (B) above has not occurred, Developer shall have the right at any time to resign from the Architectural Control Committee, to appoint his successor or successors, to appoint additional members of the Architectural Control Committee and to remove any member of the Architectural Control Committee.

b) Review of Plans. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

1) the failure of such plans and specifications to comply with any of the provisions of this Declaration, as it may be amended from time to time;

2) failure to include information in such plans and specifications as may have been reasonably requested by the Architectural Control Committee;

3) objection to the exterior design, appearance, color, or type, quality or use of materials of any proposed improvement;

4) incompatibility of any proposed improvement with existing improvements upon the same or other Lots;

5) objection to the location of any proposed improvement upon any Lot or with reference to other Lots, with respect to topography, set-backs, finish grade elevations, driveways, landscaping or otherwise;

6) objection to the grading plan for any Lot;

7) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed improvement; or

8) any other matter which, in the judgment of the Architectural Control Committee, would render the proposed improvement(s) inharmonious with the general plan of improvement of the Property or with improvements located upon the same or other Lots.

c) Vote Required. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, to make any findings, determinations, rulings or orders, or to issue any permit, authorization or approval pursuant to the provisions hereof, and such an affirmative, majority decision shall be final and conclusive.

d) Approval Binding. Approval by the Architectural Control Committee of plans and specifications relating to any Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided that (A) the improvements described in such plans and specifications do not violate any specific provision hereof and (B) the plans and specifications, as approved, and any conditions attached to such approval have been adhered to and complied with in regard to improvements on the subject Lot.

e) Failure to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications properly submitted to it in accordance with the provisions hereof within ninety (90) days after such submission, then such plans and specifications shall be deemed to have been approved, as submitted.

f) Right of Inspection. The Architectural Control Committee and its agents may at all reasonable times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether such Lot, the improvements thereon and their maintenance are in accordance with the provisions hereof, and neither the Architectural Control Committee nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

g) Interpretation. The Architectural Control Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, binding and conclusive as to all persons or property benefitted or bound by the provisions hereof. Any conflict between the construction or interpretation of the Architectural Control Committee and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Architectural Control Committee.

h) Rules and Regulations. The Architectural Control Committee may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

i) Limitations on Approvals. In granting any permit, authorization or approval, as herein provided the Architectural Control Committee may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth herein.

3.10 WATER SYSTEM.

a) The Board shall have the power to construct, operate, manage and improve the Water System and shall establish and collect from the Lot Owners the quarterly service charges and special assessments as herein provided. Payments received by the

Board shall be used for the repair, maintenance, replacement, improvement, taxes (real and personal), insurance, auditing, and any and all other expenses incidential to the operation and maintenance of the Water System. The Board 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) The Board, its agents, employees or designees shall have the right to enter upon any Lot within the Subdivision for the purpose of inspection, repairs, and improvement of the Water System.

c) Each Lot Owner, upon first paying to the Developer a connection charge in the sum of $2,500.00, may 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 Plumbing Inspector and Ordinances of the City of Mequon. The laying and connection of such water lateral pipes from the Lot line to the home constructed on such Lot shall be at the expense of the Lot Owner. After connection with the Water System, the Lot Owner shall be obligated to pay the service charges and special assessments adopted by the Board in conjunction with the construction, operation, management and improvement of the Water System, and shall be bound by the Rules and Regulations relating to the use of the Water System as may be promulgated from time to time by the Board.

d) Each Lot Owner shall have the right of access to the Water System, subject to the same rights as other Lot Owners and may draw water from the Water System, except as otherwise provided in this Declaration for nonpayment of service charges and special assessments, when due, or if such Lot Owner violates any Rule or Regulation promulgated by the Board. The City of Mequon, or any successor or municipal utility having jurisdiction shall have the right to draw water from the Water System through the fire hydrants for fire-fighting purposes without charge.

e) The Board shall establish uniform quarterly service charges to be assessed and collected from the Lot Owners for water used. Quarterly service charges shall be billed at the end of each calendar quarter and prorated depending upon the date of connection to the Water System, except where a home is under construction, such charges shall commence 90 days after the issuance of a building permit by the City of Mequon. The Board shall, when necessary, adjust the quarterly service charges so as to assure sufficient funds to cover all expenses of operation of the Water System and to establish an adequate reserve for replacements.

f) The Board may, without limitation, and in addition to its powers as provided in Section 3.06 of this Declaration, establish uniform special assessments on all lots, except outlots, situated within the Subdivision for the purpose of constructing, repairing, replacing or improving the Water System or

any part thereof. No lot shall be connected to the Water System unless and until all special assessments levied under this subparagraph shall be paid in full.

g) Quarterly service charges and special assessments established by the Board pursuant to Section 3.10(e) and (f) shall be deemed "General Assessments" as defined in Section 3.11(c), and shall be paid and collected as provided in Sections 3.12 and 3.13 of this Declaration.

h) In the event that any Lot Owner fails to pay the quarterly service charges or special assessments when due, or violates any Rule or Regulation promulgated by the Board, the Board may disconnect the Water System from such Lot subject, however, to the following disconnection procedures:

1) A disconnection notice substantially in the form on Exhibit C attached hereto, shall be given to the defaulting Lot Owner in the manner provided in Section 3.04(b) of this Declaration at least eight (8) days prior to the first date of the proposed disconnection.

2) The disconnection notice shall afford the Lot Owner the opportunity to enter into a deferred payment agreement substantially in the form on Exhibit D attached hereto, upon reasonable terms established by the Board.

3) Prior to disconnection, a member of the Board should make a reasonable effort to contact the Lot Owner personally or by telephone in order to obtain payment or a deferred payment agreement to avoid disconnection.

4) Water service shall, however, in all events be continued for up to twenty-one (21) days during serious illness to enable a Lot Owner to arrange for payment of the delinquent account, PROVIDED, HOWEVER, that the Lot Owner produce a licensed physician's statement or notice from a public health or social service official which identifies the medical emergency and specifies the period of time during which disconnection of the Water System will aggravate the circumstances.

5) In the event disconnection of the Water System is not completed on or before the fifteen (15th) day after the first notice date, a subsequent disconnection notice should be handed to an occupant or otherwise posted on the front entrance door of the home not less than twenty-four (24) hours nor more than forty-eight (48) hours prior to the disconnection.

6) In the event a Lot Owner defaults on a DEFERRED PAYMENT AGREEMENT, the Board shall furnish to the Lot Owner a new disconnection notice substantially in the form on Exhibit C, but containing the following additional statement:

"This DISCONNECTION NOTICE is furnished because of your failure to comply with the terms of a DEFERRED PAYMENT AGREEMENT dated _____, 19_____."

7) Water service to any such lot disconnected from the Water System shall be reinstated upon payment of all quarterly service charges and special assessments in arrears, together with interest at the rate of 12% per annum, and the cost of disconnecting and connecting the service.

i) The Board's powers to construct, operate, manage and improve the Water System and to establish and collect quarterly service charges and special assessments relating to the Water System shall terminate on the earliest of any of the following events:

1) The City of Mequon, or a public utility acquires the property of the Water System after the City or such public utility and the Developer have agreed to the purchase price and all other tems and conditions of the purchase, or, upon the inability of the City or such public utility and the Developer to so agree, the determination by the Commissioner of Condemnation or such other court of competent jurisdiction of the just compensation to be paid for the taking of the property of the Water System;

2) Domestic water service is furnished to the Lots situated in the Vintage Estates Subdivision by a municipal or other public utility 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 thereof shall be liquidated and disposed of as provided in Section 3.10(j) of this Declaration.

j) Upon the termination of the powers of the Board relative to the Water System, as provided in Section 3.10(i) of this Declaration

1) All monies derived from the sale, or just compensation awarded, for the property of the Water System in existence as of the effective date of this Declaration, shall be payable to the Developer;

2) All monies derived from the sale, or just compensation awarded, for the property of the Water System constructed or installed by the Association subsequent to the effective date of this Declaration, shall be payable to the Association;

3) Cash reserves derived from quarterly service charges collected from the Lot Owners shall be divided equally among the Owners of the Lots improved with homes and which are connected to the Water System after payment of all expenses of the Association, except, any distribution of cash to a Lot Owner

shall be reduced to the extent and amount such Lot Owner is delinquent in payment of quarterly service charges.

3.11 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 not be 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 of 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 items 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.

3.12 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).

3.13 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All General and Special Assessments which are not paid when due: shall bear interest at twelve (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 under Chapter 846., of the Wisconsin Statutes). The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.14 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 and 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.

3.15 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.

3.16 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.

3.17 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 provision of this Declaration and any Rules or Regulations adopted by the Association or by the Board, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Sections 2.03 and 3.09, 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 unless a written waiver is obtained from the Board.

c) The Developer shall not be liable in any way whatsoever for any acts or omissions as a member of the Architectural Control Committee, for the failure to enforce the provisions of this Declaration, or for the acts, omissions or violations of any of the provisions hereof by any Lot Owner or co-Owner of any Lot.

3.18 NO WAIVER; LIMITATION OF ACTION.

The failure of Developer, the Association or any Lot Owner or co-Owner of a Lot to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to thereafter do so, provided, however, that no action may be taken or brought to enforce any of the provisions of this

Declaration as a result of a violation of any such provision more than six (6) years after such violation was first discovered by the Developer, the Association or Lot Owner.

3.19 NOTICE TO DEVELOPER.

Any notice, demand or other communication required or desired to be served upon Developer shall be sent by registered or certified mail, return receipt requested, to Fred Miller, Jr., 120 East Ravine Baye Road, Milwaukee, Wisconsin 53217, or such other place as Developer or his successor may designate to the Association from time to time.

3.20 MANDATORY INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE.

a) The Association shall indemnify a director, officer or member of the Architectural Control Committee, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director, officer or member of the Architectural Control Committee was a party because he or she is such director, officer or member of the Architectural Control Committee of the Association.

b) In cases not included under sub.(a), the Association shall indemnify a director, officer or member of the Architectural Control Committee against liability incurred by such person in a proceeding to which such person was a party because he or she is a director, officer or member of the Architectural Control Committee, unless liability was incurred because such person breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

1) A wilful failure to deal fairly with the Association or its members in connection with a matter in which the director, officer or member of the Architectural Control Committee has a material conflict of interest.

2) A violation of criminal law, unless the director, officer or member of the Architectural Control Committee had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

3) A transaction from which the director, officer or member of the Architectural Control Committee derived an improper personal profit.

4) Wilful misconduct.

c) A director, officer or member of the Architectural Control Committee who seeks indemnification under this Section shall make a written request to the Association.

d) A determination of the right to indemnification by such person requesting the same shall be made by majority vote of a quorum of the Board of Directors consisting of directors not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by a majority vote of a quorum of members of the Association at the annual or special meeting of the Association.

e) Upon written request by a director, officer or member of the Architectural Control Committee who is a party to a proceeding, the Association may pay or reimburse his or her reasonable expenses as incurred if such person provides the Association with all of the following:

1) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

2) A written undertaking, executed personally or on his or her behalf, to repay the allowance plus interest at 12% per annum on the allowance to the extent that it is ultimately determined by the Association under sub.d that indemnification is not required. The undertaking under this subsection shall be an unlimited general obligation of the director, officer of member of the Architectural Control Committee and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

f) The Association may indemnify and allow reasonable expenses of an employee or agent who is not a director, officer or member of the Architectural Control Committee by general or specific action of the Board, or by contract.

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 Lots(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.

a) Until dwellings have been constructed on all of the Lots and Developer does not own any Lot, Developer shall have the sole and exclusive right and authority to remove, annul, waive, modify, amend or terminate the Declaration or any provision hereof. Thereafter, this Declaration or any provision hereof may be removed, annulled, wavied, modified, amended or terminated by the affirmative vote of the Owners of at least two-thirds (2/3) of the total number of Lots comprising the property.

b) No removal, annulment, waiver, modification, amendment or termination of this Declaration or any provision hereof shall be effective until a written instrument thereof duly executed by Developer or by the owners of more than two-thirds (2/3) of the total number of Lots (whichever is applicable) is recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of thirty (30) 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 period, this Declaration shall be automatically renewed for a successive period of ten (10) years each unless there is recorded an instrument (executed by the Owners of at least seventy-five (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 30-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.

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 Architectural Control Committee.

IN WITNESS HEREOF, this Declaration of Restrictions is executed by Fred Miller, Jr., as Developer, as the date first written above.

Fred Miller, Jr., Developer

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me, this 1st day of July, 1988, the above-named Fred Miller, Jr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Arthur M. Moglowsky, Notary Public
Milwaukee County, State of Wisconsin
My Commission is permanent.

THIS INSTRUMENT WAS DRAFTED BY:
ARTHUR M. MOGLOWSKY

RETURN TO:
Mr. Fred Miller, Jr.
120 E. Ravine Baye Rd.
Milwaukee, WI 53217 Rev.

$70.00

RECORDED

1988 JUL -1 PM 3:45

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Rev.7/1/88

EXHIBIT A

TO

DECLARATION OF RESTRICTIONS AND HOME OWNER'S ASSOCIATION

FOR

VINTAGE ESTATES SUBDIVISION

Lots One (1) through Forty-five (45) inclusive and Outlots, One (1), Two (2), Three (3) and Four (4) in VINTAGE ESTATES, being a subdivision of a part of the Southwest One Quarter and of the Southeast One Quarter of the Northeast One Quarter of Section 32, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

EXHIBIT B

TO

DECLARATION OF RESTRICTIONS AND HOME OWNER'S ASSOCIATION

FOR

VINTAGE ESTATES SUBDIVISION

Outlot Two (2) in VINTAGE ESTATES being a Subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

EXHIBIT C

VINTAGE ESTATES HOME OWNER'S ASSOCIATION
Mequon, Wisconsin 53092

TO:
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.
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DISCONNECTION NOTICE

ADDRESS OF WATER SERVICE:_____

DATE OF NOTICE:_____

PLEASE TAKE NOTICE that water service to the property described above will be disconnected eight (8) days after the date of this NOTICE in the event your delinquent account in the sum of $_____, is not paid, or if an arrangement is not made to pay the account under a deferred payment agreement.

If you dispute the NOTICE of delinquent account, or if you wish to negotiate a deferred payment agreement as an alternative to disconnection, or if there are any other extenuating circumstances, communicate immediately upon receipt of this NOTICE with:

NAME_____

TELEPHONE NUMBER_____

Water service will be continued for up to twenty-one (21) days during serious illness to enable you to arrange for payment of the delinquent account, PROVIDED, HOWEVER, that you produce a licensed physician's statement or notice from a public health or social service official which identifies the medical emergency and specifies the period of time during which disconnection will aggravate the circumstances.

Respectfully,

VINTAGE ESTATES HOME OWNER'S ASSOCIATION

By:_____
Treasurer

EXHIBIT D

DEFERRED PAYMENT AGREEMENT

AGREEMENT between VINTAGE ESTATES HOME OWNER'S ASSOCIATION (hereinafter "Association") and _____, (hereinafter "Customer") for water service at:

_____
(Water Service Address)

WHEREAS, Customer has a delinquent account for water service and/or special assessments in the sum of $_____, and that the Customer is unable to pay the outstanding bill in full; and

WHEREAS, the Association has agreed not to disconnect water service upon the condition that the Customer agrees to pay the outstanding balance in installments until the account is paid.

IT IS AGREED:

1. That the Customer shall pay to the Association the outstanding account balance in the sum of $_____, as follows:

2. That, Customer shall, in addition to the payments described in paragraph 1 hereof, pay all monthly water charges, when due;

3. Provided that the Customer shall pay the outstanding account balance in accordance with the terms and conditions described in paragraph 1 hereof, and shall pay current monthly water charges, when due, the Association will not disconnect water service to the water service address set forth above.

IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT SIGN. IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR THE ASSOCIATION'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.

DATED _____.

VINTAGE ESTATES HOME OWNER'S ASSOCIATION

By: _____ _____
President Customer

Countersigned:

_____ _____
Treasurer Customer