

Document Number	<p style="text-align: center;">SECOND AMENDMENT TO ENCLAVE AT MEQUON PRESERVE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS</p> <p style="text-align: center;">CITY OF MEQUON, OZAUKEE COUNTY, WI</p>	<p style="text-align: center;">1073819 RONALD A. VOIGT OZAUKEE COUNTY REGISTER OF DEEDS RECORDED ON 02/12/2019 11:48 AM REC FEE: 30.00 TRANS FEE: PAGES: 8 EXEMPT #: ELECTRONICALLY RECORDED</p> <p style="text-align: center;">Record this document with the Register of Deeds</p>
<p>This is a Second Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for The Enclave at Mequon Preserve, dated October 5, 2016, recorded October 14, 2016 in the Office of the Ozaukee County, Wisconsin Register of Deeds as Document No. 1040288, amended by a First Amendment dated September 6, 2017 and recorded November 7, 2017 in the Office of the Ozaukee County, Wisconsin Register of Deeds as Document No. 1057247 (collectively the "Declaration"). This Amendment is made by MREC VH Mequon, LLC, a Delaware Limited Liability Company (referred to in the Declaration and this Amendment as the "Declarant").</p> <p style="text-align: center;">WITNESSETH:</p> <p>WHEREAS, Declarant is the developer of the subdivision known as The Enclave at Mequon Preserve, referred to in the Declaration as the "Development"; and</p> <p>WHEREAS, Declarant intends to develop the Development in phases, and to make each such phase subject to the terms of the Declaration; and</p> <p>WHEREAS, Declarant wishes to make Phase 3 of the Development subject to the Declaration by means of this Amendment.</p> <p>NOW, THEREFORE, Declarant hereby amends the Declaration as follows:</p> <p>1) <u>Defined Terms.</u> Terms not otherwise defined herein shall be as defined in the Declaration.</p> <p>2) <u>Legal Description.</u> The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "Property", the "Subdivision" or "The Enclave at Mequon Preserve". As used herein, the term "Phase 1" shall refer to Lots 1–17 and Outlots 1-4 of the Subdivision. As used herein, the term "Phase 2" shall refer to Lots 18-33 and Outlots 5, 6, 7, 8 and 9 of the Subdivision. As used herein, the term "Phase 3" shall refer to Lots 34-50 and Outlots 10-13. Phase 3 is composed of seventeen (17) individual residential lots plus Outlots 10-13 and is the third phase of the Subdivision, which Subdivision consists of a proposed total of 50 individual Lots when fully developed.</p> <p>3) <u>Phase 3 Subject to Declaration.</u> Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 3 is made subject to the terms of the</p>		<p>Name and Return Address: Atty. Gregory J. Paradise Mohs, MacDonald, Widder, Paradise & Van Note, LLC 20 N. Carroll Street Madison, WI 53703</p> <p><u>See Exhibit "B"</u> (Parcel Identification Number)</p>

Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) Land Use and Building Type.

- a. The first sentence of Section B-2(A) is modified to read as follows: "Lots 1-50 shall be used for single family residential purposes." All other terms of Section B-2(A), shall remain unchanged.
- b. Section B-2(B) is modified to read as follows: "Outlots 1, 2, 3, 5,7, and 12 shall be used as open space and private stormwater management purposes. The Association will be responsible for the maintenance of the storm water facilities and paths." This paragraph replaces and supersedes Section B-2(B), which shall be deemed deleted from the Declaration in its entirety.
- c. Section B-2(C) is modified to read as follows: "Outlots 4, 9 and 13 are landscaped islands which shall be maintained by the Association."
- d. Section B-2(G) is modified to read as follow: "Notice is hereby given that a public park area and pedestrian trail system will be located in Outlots 2, 3, 5, 6, 8, 10-12 and shall be maintained by the Association. A paved pedestrian pathway shall be located near the rear property lines of Lots 2-11, 18-27, 33-41, 43-47 and 49-50, near the northerly property line of Lots 12, 28 and 32, and between lots 18 and 19." This paragraph replaces and supersedes Section B-2(G) which shall be deemed deleted from the Declaration in its entirety.
- e. Add Section B-2(I) as follows: "Outlots 6, 8 and 10-11 shall be used for open space and paths."

5) Easements.

- a. The first sentence of Section B-6(F) is modified to read as follows: "Lots 1-6, 18-23, 34-35 and 46-48 are subject to a public sidewalk in the front of the Lot adjoining the public street." All other terms of Section B-6(F) shall remain unchanged.
- b. Section B-6(G) is modified to read as follows: "A Pedestrian Access Easement for the paved pathway located on Outlots 2, 3, 5, 6, 8, 10-12 (located near the rear property lines of Lots 2-11, 18-27, 33-41, 43-47 and 49-50, near the northerly property line of Lots 12, 28 and 32 and between lots 18 and 19) grants access to the general public and prohibits bicycles and motorized vehicles (except for maintenance).

c. Section B-6(H) is hereby deleted in its entirety and replaced with the following: "Lots 11, 15, 28, 43, 48-49 and Outlots 1, 3, 5, 6, 7 and 10-12 are subject to a Tree Preservation Covenant and the City of Mequon Tree Preservation Ordinances as they relate to the protection and removal of specimen trees.

6) Exhibit "A" attached to and made a part of the original Declaration is deleted in its entirety and replaced with Exhibit "A" attached hereto.

7) Exhibit "B" attached to and made a part of the original Declaration is deleted in its entirety and replaced with Exhibit "B" attached hereto.


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

CONSENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, **First Business Bank**, hereby consents to the foregoing Second Amendment to Declaration of Covenants and Restrictions for the plat The Enclave at Mequon Preserve.

Dated at Madison, Wisconsin this 31st day of January, 2019.

FIRST BUSINESS BANK

By: 

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 31 day of January, 2019, the above-named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.



Notary Public, Dane County, WI
My Commission Expires: Oct. 29, 2022



EXHIBIT "A"

DESCRIPTION OF LOTS IN THE ENCLAVE AT MEQUON PRESERVE PHASES 1, 2 AND 3

Lots 1-50 and Outlots 1-13, The Enclave at Mequon Preserve, City of Mequon,
Ozaukee County, Wisconsin

EXHIBIT "B"

**Tax ID Numbers and Addresses
The Enclave at Mequon Preserve Phases 1, 2 & 3**

Lot #	Tax ID Number.	Address	Phase
1	14-200-0001.000	10810 N. Firefly Drive	1
2	14-200-0002.000	10805 N. Firefly Drive	1
3	14-200-0003.000	7820 W. Mourning Dove Lane	1
4	14-200-0004.000	7850 W. Mourning Dove Lane	1
5	14-200-0005.000	7880 W. Mourning Dove Lane	1
6	14-200-0006.000	7910 W. Mourning Dove Lane	1
7	14-200-0007.000	7905 W. Mourning Dove Lane	1
8	14-200-0008.000	7875 W. Mourning Dove Lane	1
9	14-200-0009.000	7845 W. Mourning Dove Lane	1
10	14-200-0010.000	7795 W. Mourning Dove Lane	1
11	14-200-0011.000	7765 W. Mourning Dove Lane	1
12	14-200-0012.000	10741 N. Firefly Court	1
13	14-200-0013.000	10721 N. Firefly Court	1
14	14-200-0014.000	10730 N. Firefly Court	1
15	14-200-0015.000	10750 N. Firefly Court	1
16	14-200-0016.000	10770 N. Firefly Court	1
17	14-200-0003.000	10780 N. Firefly Court	1
18	14-203-0018.000	7940 W. Mourning Dove Lane	2
19	14-203-0019.000	7970 W. Mourning Dove Lane	2
20	14-203-0020.000	8010 W. Mourning Dove Lane	2
21	14-203-0021.000	8040 W. Mourning Dove Lane	2
22	14-203-0022.000	8070 W. Mourning Dove Lane	2
23	14-203-0023.000	8090 W. Mourning Dove Lane	2
24	14-203-0024.000	8085 W. Mourning Dove Lane	2
25	14-203-0025.000	8055 W. Mourning Dove Lane	2
26	14-203-0026.000	8025 W. Mourning Dove Lane	2
27	14-203-0027.000	7985 W. Mourning Dove Lane	2
28	14-203-0028.000	10745 N. Blackbird Court	2
29	14-203-0029.000	10735 N. Blackbird Court	2
30	14-203-0030.000	10710 N. Blackbird Court	2
31	14-203-0031.000	10720 N. Blackbird Court	2
32	14-203-0032.000	10740 N. Blackbird Court	2
33	14-203-0033.000	7935 W. Mourning Dove Lane	2
34	14-205-0034.000	8130 W. Mourning Dove Lane	3
35	14-205-0035.000	10798 N. Tree Sparrow Drive	3
36	14-205-0036.000	10815 N. Tree Sparrow Drive	3

37	14-205-0037.000	8240 W. Mourning Dove Court	3
38	14-205-0038.000	8280 W. Mourning Dove Court	3
39	14-205-0039.000	8320 W. Mourning Dove Court	3
40	14-205-0040.000	8350 W. Mourning Dove Court	3
41	14-205-0041.000	8265 W. Mourning Dove Court	3
42	14-205-0042.000	10773 N. Tree Sparrow Drive	3
43	14-205-0043.000	10749 N. Tree Sparrow Drive	3
44	14-205-0044.000	10733 N. Tree Sparrow Drive	3
45	14-205-0045.000	10711 N. Tree Sparrow Drive	3
46	14-205-0046.000	10714 N. Tree Sparrow Drive	3
47	14-205-0047.000	10742 N. Tree Sparrow Drive	3
48	14-205-0048.000	10760 N. Tree Sparrow Drive	3
49	14-205-0049.000	8155 W. Mourning Dove Drive	3
50	14-205-0050.000	8115 W. Mourning Dove Drive	3

Outlet #	Tax ID Number	Address	Phase
1	14-200-0000.001		1
2	14-200-0000.002		1
3	14-200-0000.003		1
4	14-200-0000.004		1
5	14-203-0000.005		2
6	14-203-0000.006		2
7	14-203-0000.007		2
8	14-203-0000.008		2
9	14-203-0000.009		2
10	14-205-0000.010		3
11	14-205-0000.011		3
12	14-205-0000.012		3
13	14-205-0000.013		3

Document Number

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

CITY OF MEQUON,
OZAUKEE COUNTY, WI

1057247

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS**

**RECORDED ON
11/07/2017 10:23 AM**

REC FEE: 30.00

PAGES: 29

EXEMPT #:

ELECTRONICALLY RECORDED

This is a First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for The Enclave at Mequon Preserve, dated October 5, 2016, recorded October 14, 2016 in the Office of the Ozaukee County, Wisconsin Register of Deeds as Document No. 1040288 (the "**Declaration**"). This Amendment is made by MREC VH Mequon, LLC, a Delaware Limited Liability Company (referred to in the Declaration and this Amendment as the "**Declarant**").

Record this document with the Register of Deeds

WITNESSETH:

WHEREAS, Declarant is the developer of the subdivision known as The Enclave at Mequon Preserve, referred to in the Declaration as the "**Development**"; and

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

WHEREAS, Declarant wishes to make Phase 2 of the Development subject to the Declaration by means of this Amendment.

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

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

2) **Legal Description**. The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", the "**Subdivision**" or "**The Enclave at Mequon Preserve**". As used herein, the term "**Phase 1**" shall refer to Lots 1-17 and Outlots 1-4 of the Subdivision. As used herein, the term "**Phase 2**" shall refer to Lots 18-33 and Outlots 5-9 of the Subdivision. Phase 2 is composed of sixteen (16) individual residential lots plus five (5) Outlots and is the second phase of the Subdivision, which Subdivision consists of a proposed total of 50 individual Lots when fully developed.

3) **Phase 2 Subject to Declaration**. Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 2 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

Name and Return Address:

Atty. Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise
& Van Note, LLC
20 N. Carroll Street
Madison, WI 53703

See Exhibit "B"

(Parcel Identification Number)

4) Land Use and Building Type.

- a. The first sentence of Section B-2(A) is modified to read as follows: "Lots 1-33 shall be used for single family residential purposes." All other terms of Section B-2(A), shall remain unchanged.
- b. Section B-2(B) is modified to read as follows: "Outlots 1, 2, 3, 5 and 7 shall be used as open space and private stormwater management purposes. The Association will be responsible for the maintenance of the storm water facilities and paths." This paragraph replaces and supersedes Section B-2(B), which shall be deemed deleted from the Declaration in its entirety.
- c. Section B-2(C) is modified to read as follows: "Outlots 4 and 9 are landscaped islands which shall be maintained by the Association."
- d. Section B-2(G) is modified to read as follow: "Notice is hereby given that a public park area and pedestrian trail system will be located in Outlots 2, 3, 5, 6, and 8 and shall be maintained by the Association. A paved pedestrian pathway shall be located near the rear property lines of Lots 2-11, 18-27, and 33, near the northerly property line of Lots 12, 28 and 32, and between lots 18 and 19." This paragraph replaces and supersedes Section B-2(G) which shall be deemed deleted from the Declaration in its entirety.
- e. Add Section B-2(I) as follows: "Outlots 6 and 8 shall be used for open space and paths."

5) Easements.

- a. The first sentence of Section B-6(F) is modified to read as follows: "Lots 1-6 and 18-23 are subject to a public sidewalk in the front of the Lot adjoining the public street." All other terms of Section B-6(F) shall remain unchanged.
- b. Section B-6(G) is modified to read as follows: "A Pedestrian Access Easement for the paved pathway located on Outlots 2, 3, 5, 6 and 8 (located near the rear property lines of Lots 2-11, 18-27, and 33, near the northerly property line of Lots 12, 28 and 32 and between lots 18 and 19) grants access to the general public and prohibits bicycles and motorized vehicles (except for maintenance).

- c. Section B-6(H) is hereby deleted in its entirety and replaced with the following: "Lots 11, 15 and 28 and Outlots 1, 3, 5, 6 and 7 are subject to a Tree Preservation Covenant and the City of Mequon Tree Preservation Ordinances as they relate to the protection and removal of specimen trees.

6) Fences. Section D-2 (A) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "E" to the Declaration."

7) Kennels/Runs. Section D-2(C) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl depicted in Exhibit "E" to the Declaration."

8) Exhibit "A" attached to and made a part of the original Declaration is deleted in its entirety and replaced with Exhibit "A" attached hereto.

9) Exhibit "B" attached to and made a part of the original Declaration is deleted in its entirety and replaced with Exhibit "B" attached hereto.

10) Exhibit "C" attached to and made a part of the original Declaration is deleted in its entirety and replaced with Exhibit "C" attached hereto.

11) Articles and Bylaws. Attached hereto as Exhibit "D" and "E", and incorporated herein by reference, are true and correct copies of the Articles and By-Laws of the Association, which are hereby placed of record for informational purposes.

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

CONSENT TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

The undersigned, **First Business Bank**, hereby consents to the foregoing First Amendment to Declaration of Covenants and Restrictions for the plat The Enclave at Mequon Preserve.

Dated at Madison, Wisconsin this 29th day of August, 2017.

FIRST BUSINESS BANK

By: *Brian E. Hagen*

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 29th day of AUGUST, 2017 the above-named BRIAN E. HAGEN to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Lisa Allen
Notary Public, Dane County, WI Lisa Allen
My Commission Expires: AUG. 24, 2018

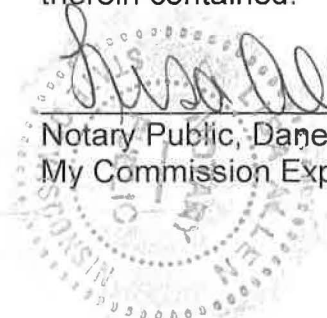


EXHIBIT "A"

DESCRIPTION OF LOTS IN THE ENCLAVE AT MEQUON PRESERVE PHASES 1 AND 2

Lots 1-33 and Outlots 1-9, The Enclave at Mequon Preserve, City of Mequon,
Ozaukee County, Wisconsin

EXHIBIT "B"

**Tax ID Numbers and Addresses
The Enclave at Mequon Preserve Phases 1 and 2**

Lot #	Tax ID Number	Address	Phase
1	14-200-0001.000	10810 N. Firefly Drive	1
2	14-200-0002.000	10805 N. Firefly Drive	1
3	14-200-0003.000	7820 W. Mourning Dove Lane	1
4	14-200-0004.000	7850 W. Mourning Dove Lane	1
5	14-200-0005.000	7880 W. Mourning Dove Lane	1
6	14-200-0006.000	7910 W. Mourning Dove Lane	1
7	14-200-0007.000	7905 W. Mourning Dove Lane	1
8	14-200-0008.000	7875 W. Mourning Dove Lane	1
9	14-200-0009.000	7845 W. Mourning Dove Lane	1
10	14-200-0010.000	7795 W. Mourning Dove Lane	1
11	14-200-0011.000	7765 W. Mourning Dove Lane	1
12	14-200-0012.000	10741 N. Firefly Court	1
13	14-200-0013.000	10721 N. Firefly Court	1
14	14-200-0014.000	10730 N. Firefly Court	1
15	14-200-0015.000	10750 N. Firefly Court	1
16	14-200-0016.000	10770 N. Firefly Court	1
17	14-200-0003.000	10780 N. Firefly Court	1
18	14-203-0018.000	7940 W. Mourning Dove Lane	2
19	14-203-0019.000	7970 W. Mourning Dove Lane	2
20	14-203-0020.000	8010 W. Mourning Dove Lane	2
21	14-203-0021.000	8040 W. Mourning Dove Lane	2
22	14-203-0022.000	8070 W. Mourning Dove Lane	2
23	14-203-0023.000	8090 W. Mourning Dove Lane	2
24	14-203-0024.000	8085 W. Mourning Dove Lane	2
25	14-203-0025.000	8055 W. Mourning Dove Lane	2
26	14-203-0026.000	8025 W. Mourning Dove Lane	2
27	14-203-0027.000	7985 W. Mourning Dove Lane	2
28	14-203-0028.000	10745 N. Blackbird Court	2
29	14-203-0029.000	10735 N. Blackbird Court	2
30	14-203-0030.000	10710 N. Blackbird Court	2
31	14-203-0031.000	10720 N. Blackbird Court	2
32	14-203-0032.000	10740 N. Blackbird Court	2
33	14-203-0033.000	7935 W. Mourning Dove Lane	2

Outlot #	Tax ID Number	Address	Phase
1	14-200-0000.001		1
2	14-200-0000.002		1
3	14-200-0000.003		1
4	14-200-0000.004		1
5	14-200-0000.005		2
6	14-200-0000.006		2
7	14-200-0000.007		2
8	14-200-0000.008		2
9	14-200-0000.009		2

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-50	350	500

EXHIBIT "D"

ARTICLES OF INCORPORATION OF
THE ENCLAVE AT MEQUON PRESERVE
HOMEOWNERS ASSOCIATION, INC.

Document Number

Title of Document

I, the undersigned, for the purpose of forming a non-stock, non-profit corporation, in accordance with the laws of the State of Wisconsin, acknowledge and file these Articles of Incorporation in the office of the Department of Financial Institutions of the State of Wisconsin

ARTICLE I
NAME

The name of this corporation shall be The Enclave at Mequon Preserve Homeowners Association, Inc. ("Association").

STATE OF WISCONSIN
FILED
AUG 24 2016
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder,
Paradise & Van Nole
20 N. Carroll Street
Madison, WI 53703

ARTICLE II
PURPOSES AND POWERS

The purpose for which the Association is formed is to operate as an association of those individuals or entities owning real property within the subdivision known as The Enclave at Mequon Preserve, located in Ozaukee County, Wisconsin, pursuant to that certain Declaration of Protective Covenants, Conditions, and Restrictions to be recorded in the office of the Ozaukee County, Wisconsin, Register of Deeds, as the same may be amended from time to time (the "Declaration").

To accomplish the foregoing purpose, the Association shall have all common law and statutory corporate powers under Chapters 181, Wisconsin Statutes, including, without enumeration, all such powers which may be exercised by an association as if specifically granted in its articles of incorporation. In addition, the Association is authorized to qualify for tax exempt status under Section 528, Internal Revenue Code of 1986 and to merge with other associations.

ARTICLE III
MEMBERS



Section 1. Membership in the Association shall be governed by and determined in accordance with, the Declaration. Membership certificates are not required and will not be issued. The rights and obligations of membership shall be as set forth in the Declaration, the Association's By-Laws and applicable law.

Section 2. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his, her, its or their property or as otherwise provided in the Declaration.

ARTICLE IV
EXISTENCE

The Association shall have perpetual existence.

ARTICLE V
INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise & Van Note, LLC
20 North Carroll Street
Madison, WI 53703

ARTICLE VI
DIRECTORS

The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) persons and not more than five (5) persons. The number of directors will be determined from time to time pursuant to the Association's By-Laws.

ARTICLE VII
BOARD OF DIRECTORS

The following persons shall constitute the Initial Board of Directors and shall hold office and serve until their successors are elected as provided in the Association's By-Laws.

David P. Simon	c/o Veridian Homes 6801 South Towne Drive Madison, WI 53713
Jeff Rosenberg	c/o Veridian Homes 6801 South Towne Drive Madison, WI 53713
Karen Simon-Dreyer	c/o Veridian Homes 6801 South Towne Drive Madison, WI 53713

ARTICLE VIII
PRINCIPAL OFFICE

The Association's principal office shall be located at 6801 South Towne Drive, Madison, Dane County, Wisconsin 53713.

ARTICLE IX
REGISTERED AGENT AND REGISTERED OFFICE

The registered agent of the Association is David P. Simon, and the registered office of the Association is 6801 South Towne Drive, Madison, Dane County, Wisconsin 53713.


ARTICLE X
AMENDMENTS

The vote of Members in the percentage required by the Association's By-Laws shall be required for approval of an amendment of these Articles.

ARTICLE XI
INDEMNIFICATION

Every director and officer of the Association, as well as any member of the Association Architectural Control Committee established under and pursuant to the Declaration, and their designees, shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceedings or any settlement thereof, to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officers may be entitled.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Madison, Dane County, Wisconsin, this 16th day of August, 2016.



Gregory J. Paradise, Incorporator



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF INCORPORATION - Ch. 181

THE ENCLAVE AT MEQUON PRESERVE HOMEOWNERS ASSOCIATION, INC.

Received Date: 8/22/2016

Filed Date: 8/24/2016

Filing Fee: \$35.00

Entity ID#: T070422

Total Fee: \$35.00

EXHIBIT "E"

BY-LAWS
OF
THE ENCLAVE AT MEQUON PRESERVE HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be The Enclave at Mequon Preserve Homeowners Association, Inc. (the "**Association**"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be 6801 South Towne Drive, Madison, Wisconsin 53713, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. The Association has been organized to manage that certain subdivision property described in Exhibit "A," attached hereto and incorporated herein by reference, as regulated by that certain Declaration of Protective Covenants, Conditions, and Restrictions (hereinafter "**Declaration**"), recorded in the Office of the Ozaukee County, Wisconsin Register of Deeds on October 14, 2016, as Document No. 1040288. All terms used in these By-Laws and not otherwise defined herein shall have the definition found in said Declaration. The Declaration is hereby incorporated by reference in and to these By-Laws.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board named in these By-Laws, all Directors shall be Members. The number of Directors may be changed by the Members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his or her successor shall be elected and shall qualify, except that the initial Board of Directors may resign if Members fail to elect a replacement Board pursuant to Section 4, below. The current Directors are:

- 1) David P. Simon
6801 South Towne Drive
Madison, WI 53713

- 2) Jeff Rosenberg
6801 South Towne Drive
Madison, WI 53713
- 3) Karen Simon Dreyer
6801 South Towne Drive
Madison, WI 53713

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. At such time as the Developer turns over control of the Association to the Members, Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever. Directors may be removed by the Developer at any time before control of the Association is turned over to the Members.

Section 4. First Board of Directors. The Board of Directors named herein shall hold office and exercise all powers of the Board of Directors as provided in the Association's Articles of Incorporation ("**Articles**"), these By-Laws and the Declaration, until such time as the Developer, as that term is defined in the Declaration, no longer owns an interest in any of the Lots, or until Developer voluntarily turns over control of the Committee to the Association, as permitted in the Declaration, whichever occurs first. At such time, the Members shall elect a successor Board of Directors. Such Board shall be Members of the Association. The initial Board of Directors shall be exempt from liability to the Association in accordance with the terms of S. 181.0855 Wis. Stats., except that all Members acknowledge that the initial Board of Directors consist of principals of the Developer who intend to derive a profit for the Developer and personally as a result of their efforts in connection with the management and control of the Association. In the event there is a dispute as to whether the Directors are entitled to indemnification under S. 181.0872 Wis. Stats., then the method of determining the right of indemnification shall be that set forth in S. 181.0873(2) Wis. Stats.

Section 5. Powers. The business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, the Declaration or these By-Laws. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A) To levy and collect according to the provisions of the Declaration, the Articles and these By-Laws regular and special Assessments for purposes set forth in the Declaration, the Articles or these By-Laws.

B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the property owned by the Association and for other common expenses, as set forth in the Declaration.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the Common Property when necessary in connection with said maintenance, care and preservation.

E) To designate and retain personnel necessary for said maintenance, repair, replacement, care and preservation.

F) To insure and keep insured the Common Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and its Members, if possible, against public liability arising out of the property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable. This shall include the purchase of "blanket" or master insurance policy or policies on the Common Property.

G) To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Owners for violations of these By-Laws and the Declaration.

H) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Property.

I) To make reasonable by-laws, rules and regulations for the occupancy and use of the Common Property.

J) To contract for management of the Association and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

K) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

L) To maintain legal actions, on behalf of the Owners, with respect to any cause of action relating to the Common Property.

M) To borrow money on behalf of and grant mortgages and other security interests in the Common Property of the Corporation.

N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O) To invest surplus funds.

P) To enforce by all appropriate methods, after providing affected Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these By-Laws, the Declaration and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation. Neither Directors nor officers of the Association shall receive compensation for their services as such, except as may be authorized by a majority of the Members.

Section 7. Meetings:

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the corporation.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Secretary:

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C) The Secretary shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.

D) The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

E) The Secretary shall keep a register of the Post Office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

F) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 6. The Treasurer:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance and repair expenses of the common property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D) The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

Section 7. Vacancies. If the office of the President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 8. Resignations. Any Director or other officer may resign his or her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definitions. Membership in the Association shall be determined in accordance with the Declaration.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Members Lot. Such transfer shall be subject to the procedures set forth in the Articles and Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in Ozaukee County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

A) An annual meeting of the Members shall be held during the month of February of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings:

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Fifty-one (51%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If,

however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. All Owners (as defined in the Declaration) shall be entitled to one (1) vote (unless such vote is restricted as set forth in the Declaration). At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. If by proxy, such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Property is owned by more than one Member Lot Owner (individual or corporate), the vote attributable to that Property shall not be counted if the Member Lot Owners are not unanimous. There shall be no fractional vote. The Member Lot Owners of the Property shall file a certificate with the Secretary naming the person authorized to cast said Property's vote. If same is not on file, the vote of such Property shall not be considered, nor shall the presence of said Member Lot Owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- 1) Roll Call;
- 2) Proof of Notice of Meeting or Waiver of Notice;
- 3) Reading of Minutes of Prior Meeting;

- 4) Officers' Reports;
- 5) Committee Reports;
- 6) Elections;
- 7) Unfinished Business;
- 8) Adoption and Approval of an Annual Budget;
- 9) New Business;
- 10) Adjournment.

ARTICLE VI

NOTICES

Section 1. Definitions. Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VII

FINANCES

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

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of

Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A) Assessments shall be determined in accordance with the terms and conditions set forth in the Declaration. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of common expenses shall be assessed as provided for in the Declaration in the proportion or percentages of sharing common expenses as provided in said Declaration. Said Assessments shall be payable as provided in said Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B) When the Board of Directors has determined the amount of any Assessments, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Account. The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a common expense.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, additional Rules and Regulations may hereafter be adopted by the Board of Directors or the Architectural Control Committee, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, and shall govern the use of Lots and the conduct of all Owners and Occupants thereof. Every Owner and Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, the city, town or village where the Subdivision is located, or adopted by the Association, its Board of Directors or the Architectural Control Committee.

ARTICLE IX

DEFAULT

Section 1. In the event an Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same

shall constitute a lien on the interest of such Owner. Such lien may be foreclosed by suit by the Association as set forth in the Declaration. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same.

Section 2. Any Assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at a rate to be determined in accordance with the Declaration or by the Board of Directors.

Section 3. If the Association becomes the Owner of a Property, it shall offer said Property for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the property. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the property.

Section 4. In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. In the event such legal action is brought against an Owner and results in a judgment for the Association, the Defendant shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Owner's, and to preserve each Owner's right to enjoy his Property free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple Owners.

ARTICLE XI

SEAL

The Corporation has no seal.

ARTICLE XII

AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws.

ARTICLE XIII

PERSONAL APPLICATION

All Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Declaration, Articles and these By-Laws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Declaration, the Articles or these By-Laws, shall be deemed to be binding on all Owners.

ARTICLE XIV

EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are amended by an amendment duly adopted by the Members of the Association in accordance with the provisions of ARTICLE XII hereof.

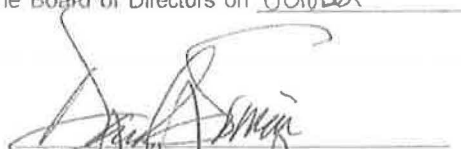
ARTICLE XV

CONSTRUCTION

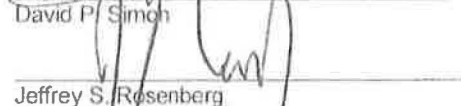
Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the By-Laws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

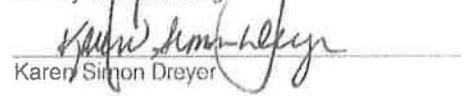
These By-Laws were adopted by the Board of Directors on October
14, 2016.



David P. Simon



Jeffrey S. Rosenberg



Karen Simon Dreyer

EXHIBIT "A"

Property Description

All Lots and Outlots currently or hereafter platted as part of The Enclave at Mequon Preserve, City of Mequon, Ozaukee County, Wisconsin.

Document No.

1040288
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
10/14/2016 10:53 AM
REC FEE: 30.00
PAGES: 29
EXEMPT #:
ELECTRONICALLY RECORDED

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

**CITY OF MEQUON, OZAUKEE COUNTY,
WI.**

Drafted by and return to:
Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

PREAMBLE

See Exhibit "B"
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 5 day of October, 2016, by MREC VH Mequon, LLC, a Delaware Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or their successors and assigns.

WHEREAS, Declarant is the owner of real property located in the City of Mequon, Ozaukee County, Wisconsin, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

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

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

WHEREAS, Developer intends to proceed with the Development in phases, as further set below, with phases subsequent to Phase 1, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed and recorded by the Declarant at a later date.

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

PART A
ASSOCIATION MATTERS

A-1) Property Subject to Protective Covenants

A) **Existing Property.** The real property subject to the provisions of these Protective Covenants consists of that part of The Enclave at Mequon Preserve lying west of Wauwatosa Road and consisting of Lots 1-17 and Outlots 1-4 (herein referred to as either "Phase 1", the "Subdivision" or "The Enclave at Mequon Preserve"). Phase 1 is described on Exhibit A, attached hereto. Phase 1 is composed of seventeen (17) individual residential lots (hereinafter "Lots") and is the first phase of a subdivision consisting of a proposed total of fifty (50) individual residential lots.

B) **Additional Property.** Declarant reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Ozaukee County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Ozaukee County one or more amendments to this Declaration, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

A-2) Definitions.

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

B) "Common Property" includes all those areas located in the Development which are contained within an outlot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all, accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Mequon is not

obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.

C) "Declarant" shall mean and refer to MREC VH Mequon LLC; a Delaware Limited Liability Company and/or its successors and assigns.

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

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

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

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

A-3) Membership and Voting Rights.

A) **Members.** Declarant has incorporated the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a member of the Association until such ownership terminates.

B) Voting Rights.

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-3(B) (2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

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

E) **First Year's Operating Expenses.** Commencing on the date established for the payment of assessments under Section A-5(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

A-4) Description.

A) **Responsibility for Assessments.** At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share ("**Percentage Interest**") of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Declarant shall be responsible for payment of assessments attributable to all residential Lots owned by Declarant. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

	<u>Use</u>	<u>Number of Assessment Units</u>
1)	Single Family:	One (1) per Dwelling Unit.

B) **Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner under paragraph A-4(A), above.

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

D) **Ownership.**

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

2) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Declarant and the Association based on the date of conveyance by the Declarant to the Association.

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

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

A) **Maintenance Requirements.**

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

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

3) In order to carry out its maintenance obligations, the Association may enter into a long-term contract (i.e., no less than ten (10) years) with a reputable property management company ("**Management Company**"), pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

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

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (“**General Assessments**”) against each Lot beginning October 1, 2016 for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys’ fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (“**Special Assessments**”) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

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

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

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Applicability. The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Lots or Outlots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

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

A) Lots 1-17 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Outlot 1, 2 and 3 shall be used as open space and private stormwater management. The Association will be responsible for the maintenance of the storm water facilities.

C) Outlot 4 is a landscaped island which shall be maintained by the Association.

D) Outlot 1 is subject to a neighborhood sign.

E) Notice is hereby given that as of the date hereof, there are high tension power lines adjacent to the neighborhood.

F) Notice is hereby given that as of the date hereof, there is a high pressure gas main crossing the neighborhood.

G) Notice is hereby given that a park area and pedestrian trail system will be located in Outlots 2 and 3 and shall be maintained by the Association. A paved pedestrian pathway shall be located near the rear property line of Lots 2-11 and near the northerly property line of Lot 12.

H) Notice is hereby given that a concrete sidewalk will be installed in Outlots 1 and 3 adjacent to N. Wauwatosa Road/S.T.H. 181 and shall be maintained by the Association.

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

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

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

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

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

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

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

B-6) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an “**Easement**”) if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may

have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

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

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

D) Lot 2 shall be used as a furnished model.

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

F) Lots 1-6 are subject to a public sidewalk in the front. Snow removal on the sidewalk will be the responsibility of the individual homeowner that fronts their portion of their sidewalk, however, the Association will be responsible for maintenance repairs and replacement as the sidewalk benefits the entire neighborhood. Lot 2 also has a sidewalk along the east side.

G) A Pedestrian Access Easement for the paved pathway located on Outlots 2 and 3 (located near the rear property lines of Lots 2-12 and near the northerly property line of Lot 12) grants access to the general public and prohibits bicycles and motorized vehicles (except for maintenance).

H) Lots 11 and 15 and Outlots 1 and 3 are subject to a Tree Preservation Covenant and the City of Mequon Tree Preservation Ordinances as they relate to the protection and removal of specimen trees.

I) Outlots 1-3 are subject to a Storm Water Facilities Maintenance and Easement Declaration and Agreement recorded on 8/24/16 in Ozaukee County as document #1037626.

B-7) Slope and Swale Areas.

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

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

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

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

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

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

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

B-11) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-12) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

B-13) Sight Distance at Intersections. No fence, wall, hedge or shrub planting greater than 2.5 feet shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

B-14) Mailboxes and posts. Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

B-15) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

B-16) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

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

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

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

PART C **ARCHITECTURAL CONTROL COMMITTEE**

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (“**Application**”). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme

thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

C-3) Plan Review. The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure.

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

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

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

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

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

F) The owner of a Lot shall submit Plans and Specifications to the Committee at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to

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

C-5) Separate City Approval. Matters which require approval of the Committee may also require approval of the City of Mequon. Obtaining approval from the Committee and the City of Mequon is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Mequon and approval by the City of Mequon shall not be deemed approval by the Committee.

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

The Enclave at Mequon Preserve Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com

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

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

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

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

PART D
DESIGN GUIDELINES

D-1) Single Family Dwelling Units.

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

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

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

B) Unit Size and Setbacks.

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

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

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

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

D) Attached Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

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

3) A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation or otherwise comply with the applicable zoning classification requirements.

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

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

E) Ornamental Design Elements.

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

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

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

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

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

F) Roof/Facias/Soffits/Eaves.

1) Roof Standards:

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

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

c) Use of an eyebrow roof or projecting gable is required at brick walls

not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.

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

2) Fascia, Soffit and Eave Standards:

- a) Fascia shall be 8" minimum aluminum with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match fascia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

G) Exterior Wall Surfaces.

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

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

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

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills and one gable trim detail as appropriate.

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

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

D-2) Other Improvements.

A) **Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be

constructed of vinyl. Zoning approval and/or building permit from the City of Mequon may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit E. The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee and scroll down to The Enclave at Mequon Preserve neighborhood and select Acceptable Fence Style.

- a) All fencing shall be erected finish side out, (i.e. pickets on the outside of the rail facing the street or neighboring lot).
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
- d) Fencing color by PlyGem Fence/Railing of Sandstone is the only color permitted.

2) Appropriate uses of fencing:

- a) Fencing shall be limited to rear and side yards only.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk), unless further restricted by Village ordinance.

3) Inappropriate use of fencing:

- a) Fencing in front yards shall not be permitted.
- b) Fencing shall not occur in freestanding segments or be placed arbitrarily.
- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

- 1) Appropriate deck design shall incorporate the following criteria:
 - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
 - b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
 - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
 - a) Deck(s) in front yards shall not be permitted.
 - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C) Kennels/Runs. All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes.

Zoning approval and/or building permit from the Village of Menomonee Falls may be required to construct kennels/runs and fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing surrounding kennel or run must consist of vinyl. The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee and scroll down to The Enclave at Mequon Preserve neighborhood and select Acceptable Fence Style.

- a) All fencing shall be erected finish side out, (i.e. pickets on the outside of the rail facing the street or neighboring lot).
- b) Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
- d) Fencing color by PlyGem Fence/Railing of Sandstone is the only color permitted.

- 2) Appropriate placement of kennels or runs:
 - a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
 - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
 - c) Only one kennel or run is permitted per Lot.
 - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
 - a) Kennel or run in front or side yards shall not be permitted.
 - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Kennel or run shall not meet porch or deck corners.
 - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

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

- 1) Appropriate antennae or satellite dish placement:
 - a) Only one antennae or satellite dish shall be allowed per lot.
 - b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:
 1. On a pole in the backyard and located close to the home.
 2. Attached to the deck.
 3. On the rear roof line of the home.
 - a. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not properly installed and roof repairs may not be covered under the applicable roof warranty.
- 2) Inappropriate antennae or satellite dish placement:

- a) Antennae or satellite dish in front or side yards shall not be permitted.
- b) Antennae or satellite dish shall not interfere with utility equipment.

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

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

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

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

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

PART E GENERAL PROVISIONS

E-1) **Term.** This Declaration shall run with the Property and Common Property, and shall be binding on Declarant and all Owners and their successors and assigns, and all persons claiming under them

for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Owners agreeing to change said Covenants in whole or in part or to terminate the same.

E-2) Enforcement. The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

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

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

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

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

E-7) Notices.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said MREC VH Mequon LLC, a Delaware Limited Liability Company has caused these presents to be signed and sealed this 5 day of October, 2016.

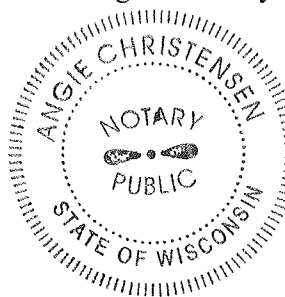
MREC VH Mequon LLC
By: VH Mequon LLC, its Member and Project Manager

By: *David Simon*
David Simon, Authorized Officer and Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 5 day of October, 2016 David Simon an officer of VH Mequon LLC, a Delaware Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



Angie Christensen
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2020

**CONSENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS**

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

Dated at Madison, Wisconsin this 4th day of OCTOBER, 2016.

FIRST BUSINESS BANK

By: 

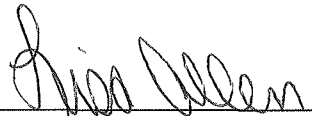
Print Name: Brian E. Hagen

Print Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 4th day of OCTOBER, 2016, the above named BRIAN E. HAGEN, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



Print Name: LISA ALLEN
Notary Public, State of Wisconsin
My Commission Expires: AUG. 24, 2018



Exhibit "A"

Description of The Enclave at Mequon Preserve

Lots 1-17, Outlots 1-4, The Enclave at Mequon Preserve, City of Mequon, Ozaukee County, Wisconsin

Exhibit "B"
Lots in The Enclave at Mequon Preserve
Phase I

Lot #	Tax ID Number	Address
1	14-200-0001.000	10810 N Firefly Drive
2	14-200-0002.000	10805 N Firefly Drive
3	14-200-0003.000	7820 W Mourning Dove Lane
4	14-200-0004.000	7850 W Mourning Dove Lane
5	14-200-0005.000	7880 W Mourning Dove Lane
6	14-200-0006.000	7910 W Mourning Dove Lane
7	14-200-0007.000	7905 W Mourning Dove Lane
8	14-200-0008.000	7875 W Mourning Dove Lane
9	14-200-0009.000	7845 W Mourning Dove Lane
10	14-200-0010.000	7795 W Mourning Dove Lane
11	14-200-0011.000	7765 W Mourning Dove Lane
12	14-200-0012.000	10741 N Firefly Court
13	14-200-0013.000	10721 N Firefly Court
14	14-200-0014.000	10730 N Firefly Court
15	14-200-0015.000	10750 N Firefly Court
16	14-200-0016.000	10770 N Firefly Court
17	14-200-0017.000	10780 N Firefly Court

Outlot #	Tax ID Number
1	14-200-0000.001
2	14-200-0000.002
3	14-200-0000.003
4	14-200-0000.004

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-17	350	500

EXHIBIT "D"
Landscaping Elements

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

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

