

**BYLAWS
OF
VILLE DU PARC I HOMEOWNERS' ASSOCIATION, INC.**

Adopted February 16, 1976, to replace those dated June 25, 1963, amended in October, 1987 and in November, 1998. Recorded November, 2002. And further amended and effective October 26, 2023

ARTICLE I

Membership

1.01

The members of the Ville du Parc Homeowners Association, Inc. (hereinafter called "The Association") shall be such persons (natural and corporate) as stated in the Articles of Incorporation, that is, each owner of a platted lot in the subdivision in Section 13, Township 9 North, Range 21 East, City of Mequon, known as Ville du Parc I. The Articles of Incorporation are filed in Volume 12 of Corporations, on pages 1 to 7 inclusive, in the custody of the Register of Deeds for Ozaukee County.

1.02

Any person claiming to be a member of the Association shall establish his right to membership to the satisfaction of the Association.

1.03

No membership or initiation fee shall be charged, nor shall members be required to pay at any time, any amount, except to pay when due, the charges, assessments and special assessments mentioned in the Articles of Incorporation and the Deed Restrictions.

ARTICLE II

Voting and Voting Rights

2.01

Each member shall have one vote for each platted lot owned by the member. For the purposes of this Article II, a lot shall exclude parks, parkways, and open spaces shown as out lots on the plat of Ville du Parc I owned by the Association or any municipality or governmental body.

2.02

Members shall vote in person or by proxy executed in writing by the member.

2.03

No proxy shall be valid after ninety (90) days from the date of its execution.

2.04

A corporate member's vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President of such corporation.

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ARTICLE III

Meeting of the Members

3.01

The annual meeting of the members shall be held in October each year, in person or virtually.

3.02

Special meetings of the members may be called by the President, the Board of Directors, or by members having one-twentieth (1/20) of the votes entitled to be cast at such meeting.

3.03

Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than thirty (30) days before the date of the meeting, either personally or by mail or via email, by or at the direction of the President, the Secretary or the officer or person calling the meeting, to each member entitled to vote at such meeting.

3.04

Members holding one-fifth (1/5), of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of the members (Equal to 12 votes). A majority of the votes entitled to be cast, by the members in person or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members.

ARTICLE IV

Board of Directors

4.01

The affairs of the Association shall be managed by the Board of Directors of the Association who shall be five (5) in number. The Directors of the Association shall be members of said Association in good standing.

4.02

The Directors shall be elected at the annual meeting of the members. The term of office of a Director shall be two (2) years and shall be on a rotating election basis (i.e., President and Secretary terms shall be from 2024 to 2025 and then a 2-year term in the odd years, while the VP and Treasurer shall be elected for 2024 and have a 2-year term running in the even years) and new board terms will be effective November 1st following the October annual meeting. Vacancies may be filled at any time by a majority of votes of the remaining Directors. Each Director shall hold office until their successor shall have been elected or appointed and qualified. The nominees for election to the Board of Directors for any given year shall those who put their names forward for a specific position on the board. The top vote getting nominees for each position as elected by a at least a quorum, a quorum being 12, of the members, shall constitute the Board of Directors for the next term from which the election is held at said annual meeting.

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4.03

The Board of Directors may, by resolution adopted by a majority thereof, designate one or more committees, each committee to consist of three (3) members selected by the Board of Directors, which to the extent provided in said resolution shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association, except action in respect to election of officers or the filling of vacancies in the Board of Directors or committees created pursuant to this paragraph.

4.04

All meetings of the Board of Directors shall be held within Ozaukee County, Wisconsin.

4.05

Meetings may be called by or at the request of the President or any two (2) Directors at such place as the person or persons calling the meeting shall designate.

4.06

Notice of any meeting shall be given by oral or written notice delivered personally or mailed to each Director at least ninety-six (96) hours previous thereto.

ARTICLE V

Officers

5.01

The Officers of the Association shall consist of a President, a Vice-President, a Secretary, a Treasurer. All officers shall be appointed according to the terms stated in section 4.02 from the ranks of the Board of Directors and by said Board of Directors.

5.02

Any officer or director appointed to the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association shall be served thereby.

5.03

Officers and the director at large shall be members of the Association. The four (4) officers shall be known as the Executive Committee and any two (2) or more members of the Executive Committee will be allowed to meet to discuss affairs of the Association without prior notice to the full board or other members of the Association.

5.04

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.05

The President shall be the principal executive officer of the Association and maintain control of the Board of Directors, shall supervise, and control all the business and affairs of the Association.

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The President shall, when present, preside at all meetings of the members. In addition, shall coordinate the activities of the courts and other offices of the Association and represent the Association in all matters and dealings with outside organizations and vendors. To direct the Court Maintenance program for the Association, making the necessary arrangements for landscaping, fertilizing, weeding, and cutting of grass in the open areas and order repairs to the water drainage for the open areas when required, and shall have the authority to authorize the payment of invoices received for services rendered.

5.06

The duties of the Vice-President shall be to act for the President in the President's absence, to be responsible for the duties outlined in section 5.05 at the President's request.

5.07

The duties of the Secretary shall be to serve as the administrative officer of the Association, maintaining the website and all administrative records, by-laws, deed restrictions, minutes of all meetings, and copies of all letters sent and received by Board members. In addition, this role shall distribute notices, reports, and minutes of meetings to residents and members of the Association. As an alternative, the President or Vice president may also serve in this role as a dual role with their first role if no Secretary is elected in a given election.

5.08

The duties of the Treasurer shall be to serve as the financial officer for the Association, maintaining all financial records. This role shall receive, safeguard, and disburse all funds of the Association, collect from home owners all assessments authorized, and pay all invoices authorized. In addition, shall prepare a recommended budget for each fiscal year, and recommend appropriate action to the Board of Directors when assessments are not paid by home owners.

5.09

The officers and director at large shall have such additional duties and functions as may be established by the Board of Directors and enumerated in the minutes and records of the Association.

ARTICLE VI

Charges, Assessments and Special Assessments

6.01

One owner of each home, once the home has been occupied, shall be subject to an annual charge or assessment. The amount of annual assessment shall be determined at the annual meeting each year by a vote of a majority of a quorum of the members at said meeting (or submitting a proxy) and at which the Board of Directors shall present its recommendations for the uniform annual charge which it considers to be required to carry out the Association's purposes in the following year. Such assessments shall be paid annually to the Association, on or before the first day of January in each year, and if not paid on or before such date, the charges or assessments shall bear interest at the rate of 20% per annum from January 1 of such year until paid in full.

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6.02

The funds collected by the annual assessment shall be used only for carrying out the functions and purposes for which the Association was organized, the expenses incidental thereto.

6.03

Special assessments may be made by the Board of Directors against any lot to cover all or any portion of the expense's incident to the enforcement of the recorded Deed Restrictions concerning said lot, and for caring for vacant, unimproved, or unkempt lots and removing weeds, grass or any other unsightly or undesirable objects therefrom.

ARTICLE VII

Architectural Control Committee

7.01

The Architectural Control Committee shall be appointed by the Directors. The Committee shall consist of three (3) members. A majority of the Committee of the Committee may act for the Committee. The members of the Committee shall not be entitled to any compensation for services performed as a member of the Committee. All members of the Architectural Control Committee must be members of the Association. The Committee shall carry out the intents and purposes of the Deed Restrictions and Easements affecting the property with which the association is concerned.

7.02

The Architectural Control Committee shall be governed by the following guidelines:

1. Not more than one home shall be built on each lot and it shall be for a single-family residential use only. It shall not exceed two and one-half stories in height. No AirBnB, VRBO or short-term, less than 6 months, rentals shall be allowed within our 58 VDP1 properties
2. The home shall be traditional in design with a major portion brick or stone, except that reproductions of historic colonial homes may be finished with siding.
3. The driveway shall be black asphalt, concrete, or similar hard surface material.
4. The roof, except for the nearly vertical portion of a mansard roof, shall be asphalt shingles or natural wood shingles.
5. There shall be no outdoor swimming pool.
6. There shall be no television antenna or radio transmitting antenna mounted external to the house.
7. Screening fences, not to exceed 6 feet by 8 feet, are permitted when they are part of a coordinated landscape plan approved by the Architectural Control Committee and do not outline a major portion of the property's perimeter. Chain-link fences are NOT permitted. Wooden or aluminum barrier type fences (stockade, basketweave, estate etc.) of reasonable height, not to exceed 4 feet, are permitted if they do not outline a major portion of the property's perimeter, unless an exception is approved by the Architectural Committee. Barriers type fences along property lines are prohibited.

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8. Sump pump discharge shall be located and controlled to follow the natural drainage of the land, not discharge onto neighbor's property, and comply with the City of Mequon requirements without becoming an eyesore.

7.03

Owners of existing homes who contemplate external modification (including landscape) to their homes shall obtain approval of their construction and/or landscape plan(s) by the Architectural Control Committee prior to permitting construction to start.

7.04

The Architectural Control Committee shall have such additional duties, functions and guidelines as may be established by the Board of Directors and enumerated in the minutes and records of the Association.

ARTICLE VIII

Courts

8.01

For court maintenance and other administrative matters, properties are assigned to one of the four courts as follows:

1. *Chateau Court* consists of those properties having one of the following addresses:
 - A. Any on Fleur de Lis Drive within this association's original designation
 - B. Any on Chateau Court
2. *Jacqueline Court* consists of those properties having an address on Jacqueline Court.
3. *Jonquil Court* consists of those properties having an address on Jonquil Court.
4. *La Belle Court* consists of those properties having an address on La Belle Court.

ARTICLE IX

Fiscal Year

9.01

The fiscal year of the Association shall extend from November first (1) through October thirty-first (31) of the following year.

ARTICLE X

Authority and Amendments

10.01

These By-Laws are an extension of the Articles of Incorporation and Deed Restrictions. Where provisions of these three documents are not identical, the wording of the most recent shall prevail.

10.02

These By-Laws may be amended by a majority of a quorum, a quorum being 12, of all the votes eligible to be cast by members of the Association as further described in Section 3.04.

6/25/63

196228

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EXHIBIT D

DEED RESTRICTIONS

Regarding Ville du Parc

Recorded Oct. 10TH, 1963,
at 10:26 A.M., Vol. 21
of Deeds, at pages 319-323, as
Document No. 196228, in the
office of the Register of Deeds
for Ozaukee County, Wisconsin.

THIS DECLARATION, made this 6th day of October,
1963, by VILLE DU PARC COMPANY, a partnership, hereinafter called
"the developer",

W I T N E S S E T H :

WHEREAS the developer is the owner of approximately 595
acres of land in Sections 12 and 13, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin, which includes therein
Ville du Parc 1 (hereinafter called "Ville du Parc" or "Subdivi-
sion") and desires to subject Ville du Parc, and at a later date
other parts of the foregoing land, to the conditions, restrictions,
covenants, reservations, and easements hereinafter set forth for the
benefit of the Ville du Parc as a whole and for the benefit of each
owner of any part of such Subdivision,

NOW THEREFORE the developer hereby declares that the real
property hereinafter described shall be used, held, transferred,
sold and conveyed subject to the conditions, restrictions, covenants,
reservations, and easements hereinafter set forth, which shall inure
to the benefit of and pass with said property and each and every
parcel thereof, and shall apply to and bind the successors in interest,
and any owner thereof.

Definition of Terms. Family shall mean one or more than one
person living, sleeping, cooking or eating on premises as a single
housekeeping unit, and shall exclude a group or groups of persons

where three or more persons thereof are not household employees or related by blood, adoption, or marriage. Association shall mean the Ville du Parc Homes Association, Inc.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration:

Ville du Parc, being a Subdivision of a part of Section 13, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

ARTICLE II

2.1 General Purpose. The general purpose of this declaration is to help assure that Ville du Parc and the remainder of the developer's property surrounding it will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned by the developer and the Association; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot shall be used except 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, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot in the platted blocks involved until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee. The Committee shall have the power to waive its right to review plans for nonresidential structures for a period of time or a particular area. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

2.4 Landscape Architectural Control. A landscape plan prepared by a qualified person or firm showing the proposed

development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval within one year after the home is physically occupied. Within six months after the landscape plan shall have been approved by said Committee, provision shall be made for adequate surface drainage and the prevention of erosion and also no less than one-fifth of the proposed plant material by volume shown on the approved landscape plan shall be installed.

2.5 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.6 Building Location. In lieu of predetermined setbacks and offsets, the location of any building on a lot shall be subject to precise site plan approval by the City of Mequon Plan Commission prior to the issuance of a building permit unless the developer and Plan Commission shall have earlier approved an overlay for the lot, in which case no part of any structure may be located outside that part of the lot shown on an overlay to the plat of Ville du Parc as the buildable area. Such an overlay may be determined by the developer and approved by the City of Mequon Plan Commission as to a particular court in the subdivision.

2.7 Maintenance Duties and Easements. When a building in conformity with the foregoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing, or otherwise maintaining it. When the eave or some other part of such building but not its base extends to the lot line, then

the owner of the adjoining lot shall have the right and obligation to maintain the area between the base of the building and that part of the common lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purposes of this paragraph.

2.8 Membership in Parc-Wood Country Club. Because the City of Mequon required as a condition for its approval of the final plat of Ville du Parc that part of the Parc-Wood Country Club golf course adjacent to Ville du Parc be available for the aesthetic and recreational enjoyment of residents of the subdivision, all as provided in an open space easement recorded as Document No. 196227, pages 314, -318 Volume 21 of ^{Misc.} ~~Deeds~~ in the Register of Deeds office for Ozaukee County, Wisconsin, no lot in Ville du Parc may be owned or leased by a person who shall not be first admitted to membership in the Parc-Wood Country Club or successor thereto. Resignation or expulsion from such Club shall not affect the right of any person to own a lot or to occupy a lot for the remainder of the term of his lease.

2.9 Transfer of Title to Lot. Notwithstanding the provisions of 2.8 above, the ownership or leasehold interest in a lot may be transferred to a person who is not a member of the Parc-Wood Country Club or successor thereto, provided that at least thirty days prior to such transfer, the owner of the lot shall have offered in writing to the developer the right to purchase or lease the lot on the identical terms of a bona fide offer to purchase or lease received from a third person. The developer, or an assignee of good credit standing chosen by him, may within twenty days of receiving such

written offer, accept it in writing. If the developer shall cease to own lots in the subdivision or any lots in other subdivisions of land adjacent to the Parc-Wood Country Club, the foregoing offer shall be made to both the Parc-Wood Country Club, Inc. and the Ville du Parc Homes Association, Inc., with the condition that it is acceptable within twenty days after receipt by the one of the joint addressees who first accepts it in writing.

2.10 Nuisances. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site.

2.11 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, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located ten feet back from the lot line.

2.12 Temporary Structures. No structure of a temporary character and no 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.

2.13 Animals and Poultry. 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, or allowed to annoy neighbors.

2.14 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All

incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

2.15 Water Supply. Each house shall be connected to the water supply of the city or public utility and no individual wells to provide water shall be permitted.

2.16 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.

2.17 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges, or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted.

2.18 The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have no right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified, or repealed without the consent of the Common Council of the City of Mequon.

2.19 Television Aerials. Television aerials on the roof or exterior of any residence or structure shall be prohibited unless the power to approve such aerial is delegated to the Architectural Control Committee by a vote of two-thirds of the members of the Association and the Architectural Control Committee thereafter concludes that the proposed aerial in its particular location will not be esthetically unattractive.

ARTICLE III

Architectural Control Committee

3.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-Laws of the Association.

3.2 Procedure. The Committee's approval or disapproval as required in these covenants shall be put in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV

Charges, Assessments, and Special Assessments

4.1 All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of six percent per annum from February 1 of such year until paid in full.

4.2 All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot and for caring for vacant,

unimproved or unkempt lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom.

4.3 The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments, and special assessments which are unpaid on February 1st of the year in which due shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the sole right to bring any and all action and proceedings for the collection of the charges, assessments, special assessments, and Country Club dues and the enforcement of liens therefor.

ARTICLE V

5.1 Term. This declaration shall run with the land and shall be binding on all persons claiming under the developer for a period of ten years from the date this declaration is recorded, after which it shall automatically stand renewed for successive periods of ten years, provided that an instrument terminating or changing such covenants in whole or part, if signed by the owners of sixty percent of such lots, shall be effective as of the end of the term or any ten-year extension within which it is recorded.

5.2 Modification and Enforcement. These declarations can be amended at any time by the execution by the owners of ninety percent of the lots of an amendment and such amendment shall take effect from the date of the recording thereof. The Association shall have the sole right to enforce the provisions hereof by

7/18/63

proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this declaration, either to restrain violation or to recover damages, or both.

5.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall remain in full force and effect.

IN WIINESS WHEREOF, the developer has signed and sealed this instrument by its duly-authorized representative this 7th day of October, 1963.

VILLE DU PARC COMPANY, a partnership,
by Evans-Trumpf, Inc., a partner,

By Harris K. Evans
Harris K. Evans, President of
Evans-Trumpf, Inc.

By Estelle B. Evans
Estelle B. Evans, Secretary of
Evans-Trumpf, Inc.

This instrument was drafted by Richard W. Cutler of Brady, Tyrrell & Bruce.

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REGISTER'S OFFICE
OZAUKEE COUNTY, WIS.
Received for record this 10th day of
Oct. A. D., 1963 at 10:21 o'clock
A. M. and recorded in Vol. 21 of
MISCELLANEOUS on page 319-328
William J. [Signature]
Register of Deeds
Deputy