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OZAUKEE COUNTY
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**RESTATEMENT AND AMENDMENT
OF
DECLARATION OF RESTRICTIONS
FOR
GAZEBO HILL SUBDIVISION**

This Restatement of Declaration is made as of this 8th day of February, 2006 by the Gazebo Hill Homeowners Association, Inc., a Wisconsin not-for-profit association ("Association"), by Palmisano/Tomasini Corporation, a Wisconsin corporation ("Developer"), and by 75% or more of the owners of lots in Gazebo Hill Subdivision (the "Owners").

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188

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RECITATIONS

Parcel Identification Number

WHEREAS, Developer established that certain Declaration of Restrictions for Gazebo Hill Subdivision dated December 21, 1989 ("Declaration"), which was placed of public record with the Ozaukee County Register of Deeds on December 28, 1989 as Document No. 424736.

WHEREAS, the Declaration encumbers and applies to that certain land located in the City of Mequon, Ozaukee County, Wisconsin, as described on Exhibit A attached hereto (except dedicated streets and utilities) (the "Subdivision").

WHEREAS, Developer, the Owners and the Association desire to amend and restate the Declaration as more specifically provided herein.

WHEREAS, the Developer and the Owners, which comprise the Owners, as that term is used in the Declaration, of at least seventy-five percent (75%) of the building sites in the Subdivision, have approved and executed this Restatement and Amendment of Declaration.

DECLARATION

NOW, THEREFORE, as of February 1, 2006 (the "Effective Date"), Developer, the Owners and the Association hereby declare that the Subdivision shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, easements, covenants and reservations hereinafter set forth, which shall inure to the benefit of and pass with said real property and each parcel thereof as covenants running with the land, and shall apply to and bind the successors in interest and any owner thereof and this Restatement and Amendment of Declaration of Restrictions shall replace the prior Declaration.

1. Property Subject to this Declaration.

The following shall be subject to this Declaration:

The entire Subdivision as legally described in Exhibit A attached hereto and forming a part hereof.

2. Definition of Terms.

As used herein:

a. Association:

The term "Association" shall mean Gazebo Hill Homeowners Association, Inc., a Wisconsin not-for-profit association and formerly an unincorporated Homeowners Association.

b. Building Site:

The term "building site" shall mean any lot, excluding outlots, as recorded on the Subdivision plat.

c. Developer:

The term "Developer" shall mean PALMISANO/TOMASINI CORPORATION, a Wisconsin corporation, and its successors and assigns.

d. Family:

The term “Family” shall mean one or more persons occupying a dwelling structure on a building site and living as a single housekeeping group but shall exclude a group of three or more persons occupying a dwelling (other than as household employees) if not related by blood, adoption, or marriage.

e. Owner:

The term “Owner” shall mean one or more persons holding an ownership interest in a building site but shall exclude persons whose sole interest is as lessee, mortgagee or lien holder. The rights of lenders or mortgagees shall be as defined in Section 19.

f. City:

The term “City” shall mean the City of Mequon, a municipal corporation, and its successors.

3. Use of Building Sites.

Each building site shall be used only by one Family for single-family residential purposes and shall be limited to those uses from time to time permitted by the Zoning Code of the City for lots in a single-family residential zoning district.

4. Setbacks.

No building or structure shall be located on any building site nearer than the following footages from the respective lot lines: front lot line, 50 feet; side lot line excepting the street side of a corner lot, 20 feet; rear lot line, 25 feet except as to lots 94, 95, 96, 101, 102, 203, 105 and 106, as to which lots, the rear lot line setback shall be 50 feet. To the extent any setback specified in this Declaration exceeds the minimum distance required by ordinance of the City, the Architectural Control Committee (the “Committee”) shall have the authority, in its discretion, to grant a variance pursuant to Section 11. Setback limitations shall apply to all parts of any

structure, including eaves and other overhanging portions of a structure, steps, open porches and garages. The orientation of corner lots shall be determined by the Committee, taking into account the character of the dwelling to be constructed and its placement on the lot. The rear setback areas for certain lots having more than four sides shall be determined by the Committee, consistent with the intent of the setback requirements of this Section 4. Such determinations of the Committee shall also be consistent with the policies and practices of the Planning Department of the City.

5. Lot Dimensions; Land Reserved.

a. The permitted size of each building site shall be in accordance with the plat of the Subdivision approved by the City and recorded as aforesaid. Without the prior written approval of the City and the Committee, no building site shall be divided and no portion less than all of any building site shall be conveyed to another owner, whether the owner of an adjacent building site or otherwise.

b. Developer and the Association will not convey to any purchaser of any land in the Subdivision any portion of any lot that may be required for the construction, repair or maintenance of any utilities as required by the development agreement dated July 11, 1989 and entered into between the City and Developer or shown on the recorded plat, including without limitation telephone, electric, cable TV, drainage, water, sewer and gas, Developer and the Association specifically reserving all easements as may be required for full rights of ingress and egress to service the same. Such easement rights retained by Developer and the Association may be granted to Developer's and the Association's agents, employees, mortgagees, lenders and assigns. No dwellings or structures, including walls, fences, paving or planting, shall be erected by an owner upon

any part of his property which would interfere with the rights of ingress and egress necessary to carry out the functions and purposes herein provided.

6. Home Sizes.

The minimum finished living area of the single-family dwelling to be constructed upon any building site in the Subdivision shall be:

- a. For any one-story dwelling, no less than 2,600 square feet plus 150 square feet for each bedroom (if any) in excess of three bedrooms.
- b. For any two-story dwelling, no less than a total of 2,900 square feet with a minimum of 1,500 square feet on the lower story.
- c. For any multi-level dwelling having living areas on two or more levels (other than a conventional two-story dwelling plan), no less than a total of 2,900 square feet finished living area with a minimum of 2,000 total square feet on the upper two levels.

Basement areas in dwellings shall not be included as part of the living area of a dwelling for the purpose of complying with the foregoing requirements.

7. Accessory Buildings.

Construction of residential dwelling units shall be as provided in the applicable Sections of this Restatement and Amendment of Declaration. No detached building or structure other than a residential dwelling shall be constructed on any building site in the Subdivision without the prior written approval of the Building Inspector of the City and the Committee, the granting or withholding of which shall be wholly discretionary with the City and the Committee. Any permitted accessory buildings shall also be subject to architectural control pursuant to Section 11 of this Restatement of Declaration.

8. Garages and Driveways.

A garage suitable for storage of two or more vehicles not exceeding 1,200 square feet in area shall be constructed as part of and attached to each residential dwelling constructed on a building site. No detached garages or other structures shall be permitted. The garage shall harmonize with the dwelling as to design, materials and finished floor elevations. The garage door through which cars enter shall not face the street faced by the front entrance of the dwelling. Each garage shall be connected to the street adjacent to the building site by a hard surfaced driveway constructed of asphalt, concrete or a similar suitable material. No permanent gravel driveway shall be permitted.

9. Completion and Landscaping; Natural Contour of Land. Within 12 months after the issuance by the City of an occupancy permit for the residential dwelling constructed upon any building site, all structures and appurtenances shall be completed in accordance with the approved building plan for the dwelling. Within that period, the surfaced driveway required by the preceding Section 8 shall be completed, and the entire portion of the building site not occupied by structures, driveways, walkways or other permitted appurtenances shall be sodded or seeded for the growing of grass. Such provision for sodding or seeding shall include the portion of the street right-of-way between the edge of the roadway to the front lot line of each building site.

b. The owners of lots 94, 95, 96, 101, 102, 103, 105 and 106 shall not change the natural condition or contour of the land located within the fifty (50) foot rear lot line setback as to those lots as provided in Section 4 without the written approval of the Committee and the owners of the abutting property located adjacent to and southeast of

said lots. Such Committee approval shall be requested in the manner set forth in Section 11.

10. Finish Grading.

The owner of each building site shall be responsible for finish grading in accordance with the Developer's grading plans for the Subdivision as required by, filed with and approved by the City. Such finish grading shall be completed after the construction of a dwelling upon each building site, before the site is seeded or sodded, before any plantings are installed and before any other finish landscaping work is performed.

11. Architectural Control Committee.

a. Composition of Committee. The Board of Directors of the Association (the "Board of Directors") shall appoint the members of the Committee consisting of at least one (1) but not more than three (3) members all of whom must reside in the Subdivision. In the event of the death or resignation of any member or members of the Committee, the Board of Directors shall appoint a successor member or members within thirty (30) days after the vacancy is created and, pending such appointment, the remaining members or member of the Committee shall have full authority to approve or disapprove any building plans as provided below.

b. Approval Requirements; Materials. No residential dwelling or structure shall be erected, altered or placed upon any building site without the Committee's prior written approval of the building plans. No application shall be made to the City for a building permit or for securing a hearing date for municipal approval until such written approval has first been received from the Committee. Such approval shall include the requirements as to the materials and quality of materials to be used in construction, the conformity and harmony of the external design and color of the structure to be erected

with existing or contemplated structures in the Subdivision, and also the location of the structure to be erected with regard to topography, finish grade elevations and driveways. Each owner agrees to purchase, install and permanently maintain at his sole expense one lamppost and mailbox selected by the Committee to be installed where driveway abuts lot line. Cedar shake shingles or other natural material shall be required for all dwellings. The Committee may in its discretion grant a variance of any covenants and restrictions set forth in this Declaration. The Association may provide for a procedure for appealing Committee decisions to the Board of Directors in the Bylaws of Gazebo Hill Homeowners Association or in any rules or regulations adopted by the Association.

c. Timelines of Committee Action. After acting upon any request for approval presented to it, the Committee shall give prompt written notice of its determination to the person submitting such request. In the event the Committee fails to act upon any matter duly submitted to it for approval under this Declaration within thirty (30) days after submission, or if construction has been completed without Committee approval and no suit to enjoin or undo any construction, improvement or alteration has been commenced within the twenty-four (24) months period following the completion thereof, no right shall exist to enforce the provisions of this Section 11 based upon failure to obtain approval of the Committee or upon any deviation from the plans submitted for such approval.

d. Requirements Prior to Commencing Construction. Upon approval of the building plans by the Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with such plans may commence.

12. Homeowners Association.

The Developer, the Owners and the unincorporated Homeowners Association that was established by the Declaration of Restrictions which is amended and restated with this Restatement of Declaration hereby consent to the establishment and incorporation of the Association as a Wisconsin not-for-profit corporation. Without limitation, it shall have the responsibility and authority for maintaining the 18.129 acre park site, maintenance of berms, maintenance of common areas, providing other services as required or desired within the Subdivision and general planting within the roadway areas. The Association is hereby authorized to accept the deed to the said 18.129 acre park area. The duties, responsibilities, organization and method of operation of the Association are as set forth in the Bylaws of Gazebo Hill Homeowners Association.

13. Additional Use and Other Restrictions.

a. No temporary, detached structure of any nature, no trailer, basement, tent, shack, garage, barn or other outbuilding located on or erected on a building site covered by this Restatement of Declaration, shall at any time be used as a temporary or permanent residence.

b. No recreational vehicles, including without limitation boats, snowmobiles, trailbikes, trailers of any kind, vans, motor homes, dune buggies and other offstreet motorized vehicles of any kind shall be parked, kept or stored on a building site other than wholly within the garage. Likewise, no such vehicles of any type shall be parked, kept or stored on any common area or undeveloped area of the Subdivision or outside an enclosed garage without the prior approval of the Architectural Control Committee which may refuse such request solely on the basis of aesthetic considerations. Recreational vehicles shall not be used or operated on any lot or other areas of the Subdivision except

on dedicated streets in accordance with applicable traffic laws and such other regulations as the Association may order.

c. No animals, livestock or poultry of any kind shall be raised, bred, or kept within the Subdivision except household pets not raised, bred, kept, or maintained for any commercial purpose. Household pets shall not include exotic animals. No animal shall be kept or maintained in the Subdivision which causes a nuisance. Household pets must be kept pursuant to all applicable laws and ordinances.

d. Fences shall conform to applicable municipal and other governmental laws and ordinances. No fence, other than one intended to be entirely for ornamental or decorative purposes, shall be placed upon a portion of any building site nearer to the front lot line than that portion of the dwelling (including attached garage) which extends nearest to the front lot line. No fence, including an ornamental fence, shall be built or placed upon any building site without the prior approval of the Committee. In considering approval for a fence, the Committee shall consider the following:

- i. adjacent landscaping;
- ii. fence location, height, color, materials and general appearance; and
- iii. any other matters the Committee reasonably deems relevant.

e. Swimming pools shall conform to applicable municipal and other governmental laws and ordinances. No swimming pool shall be placed upon a portion of any building site nearer to the front lot line than that portion of the dwelling (including attached garage) which extends nearest to the front lot line. All swimming pools must be in-ground and not above-ground. No swimming pool shall be built or placed upon any building site without the prior approval of the Committee. In considering approval for a swimming pool, the Committee shall consider the following:

- i. adjacent landscaping;
 - ii. pool location, height, color, materials and general appearance; and
 - iii. any other matters the Committee reasonably deems relevant.
- f. All fireplace chimneys or flues shall be enclosed in a masonry housing compatible with the building materials of the home to be constructed as approved by the Committee.
- g. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead.
- h. No installations of any kind in connection with the provision of solar heat shall be made on or to any dwelling constructed on the building site unless mandated by law.
- i. Upon the commencement of construction of any kind by an Owner, the Owner shall construct a temporary gravel driveway leading from the Subdivision road to the site of the dwelling. Such driveway shall be maintained in good condition until the completion of construction at which time it shall be removed and Section 8 shall be applicable.
- j. No signs of any character shall be erected, placed, permitted or maintained on any lot, improvement or any common area except as may be authorized from time to time by the Committee. A name and address sign, temporary (not more than thirty (30) days in any six (6) month period) political signs, and rummage sale, estate sale, "For Sale", "For Rent" or related signs, each of a design and size approved by the Committee, may be permitted on a lot, excluding any Outlot as depicted on the subdivision plat or other common areas. No other signs of any kind or design shall be allowed. This provision shall not be construed to prevent the Board of Directors or Association from

erecting, placing or maintaining sign structures and offices as may be deemed necessary for the operation or enjoyment of the Subdivision. The Board or the Committee may place reasonable conditions on the approval of signs and may require the removal of a sign if it constitutes a danger or dangerous situation.

k. Rummage and estate sales may be conducted on lots, excluding any Outlot or Common area; provided, however that rummage and estate sales shall be limited to one such sale per year and the duration of each such sale shall not last more than three (3) consecutive days.

14. Ground Fill; Excess Excavation; Berm.

a. Where fill to the building site is necessary to obtain the proper topography and finished ground elevation, each Owner at his own expense shall place such fill on the building site. All such fill shall be free of waste materials, shall not contain any noxious materials that will give off odors of any kind, and shall be leveled immediately after completion of a dwelling on the building site, unless mandated otherwise by law.

b. All ground and other material produced by excavation on a building site in preparation for construction of a dwelling, to the extent not used or required to conform the finished building site to the aforementioned grading plan for the Subdivision, shall be promptly removed by the Owner at his expense and deposited a such location within the Subdivision as directed by the Board of Directors.

c. A berm of reasonable size (consisting of earth only) shall be constructed along the south line of the Subdivision where the same abuts the Donges Bay Road and along the west line of the Subdivision where the same abuts the River Road. Changes to such berms and the construction of any other berms in the Subdivision shall require prior

written approval of the Committee and the City. In review such requests, the Committee shall consider the following:

- i. landscaping of the berm;
 - ii. berm height, material and general appearance; and
 - iii. any other matters the Committee reasonably deems relevant.
- d. No topsoil shall be removed from the Subdivision. Topsoil shall not be disturbed unless necessary to do so.

15. Nuisances; Environmental Pollution.

a. No noxious or offensive trade or activity shall be carried on upon any building site, no noxious odors shall be permitted to escape from any structure or building site, nor shall anything be done on any building site which is or may become a nuisance or which creates unusually loud noises or excessive vibrations.

b. No use shall be made of the building or the dwelling or structures thereon which shall cause environmental pollution as defined by law or any applicable governmental or agency regulations.

c. Each building site shall be kept free of debris, noxious weeds and litter.

d. All refuse or garbage containers shall be kept covered and maintained in a clean and sanitary manner. No lot shall be used or maintained for dumping or storage of trash, garbage or debris of any kind except as herein authorized.

16. Park.

Developer agrees to convey to the Association an 18.129 acre site as legally described in Exhibit B (the "Park"). Developer shall have no rights of reversion. Said area shall be maintained and its use regulated by the Association. However, no buildings or permanent structures shall be constructed or erected in the Park.

17. Water Supply.

The original private water supply system situated on the property described on Exhibit C no longer serves the Subdivision and has been transferred to the City.

18. Sewage; Sanitary System.

Each dwelling shall be connected to the sewage system for the Subdivision. No private sewage shall be used or permitted. After installation has been completed, the entire sanitary system will be transferred to the City of Mequon and thereafter administered and maintained by it as said City shall determine.

19. Lenders and Mortgagees.

The breach by any Owner of any of the covenants, conditions, reservations or restrictions set forth in this Restatement and Amendment of Declaration of Restrictions, or in the Bylaws of Gazebo Hill Homeowners Association shall not defeat or render invalid the lien of any mortgagee, lender or creditor having a valid lien in the lot or lots of their debtor, provided that these covenants, conditions, reservations and restrictions, and all others applicable to any lot owner, shall be binding upon and effective against any such mortgagee, lender or creditor whose title or whose grantors' title is or was acquired by foreclosure, trustee sale, voluntary transfer by the debtor or in any other manner.

20. Terms; Amendments.

Except as otherwise provided herein, the conditions, restrictions, covenants, and reservations contained in this Restatement and Amendment of Declaration are to run with the land and shall be binding on all parties and on all persons claiming under them until expiration of thirty (30) years from the date of this Restatement and Amendment of Declaration, at which time said conditions, restrictions, covenants, and reservations shall be automatically extended for successive periods of ten (10) years each. However, this Restatement and Amendment of

Declaration may be annulled, waived, changed, modified, or amended at any time by written Supplemental Declaration setting forth said change executed by the Owners of at least sixty-six percent (66%) of the building sites in the Subdivision and compliance with Wisconsin Statutes. Any such Supplemental Declaration shall become effective at the later of any effective date set forth therein or the date upon which the same is filed for recordation in the office of the Register of Deeds for Ozaukee County, Wisconsin.

21. Enforcement.

a. If any condition, restriction, covenant or reservation contained herein or in the Bylaws or Rules and Regulations of Gazebo Hill Homeowners Association is violated, any Owner and/or the Association shall have the right but not an obligation to bring an action at law or in equity against the person or persons violating or attempting to violate any such conditions, restrictions, covenants or reservations, to prevent such violation and to recover damages for such violation.

b. The Developer shall not be liable in any way whatsoever for the failure to enforce the provisions of this Restatement and Amendment of Declaration or for the acts, omissions or violations of any of the provisions hereof by any Owner or co-Owner of any Lot.

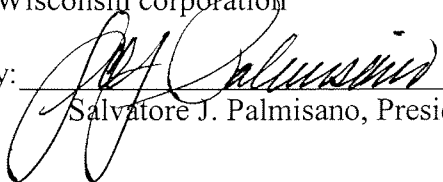
c. The Association also shall have the enforcement powers and rights set forth in its bylaws including, but not limited to, the power to levy assessments and foreclose on liens for unpaid assessments.

22. Severability.

Invalidation of any one of the conditions, restrictions, covenants, or reservations by a judgment, court order or otherwise, shall not affect any of the other provisions which shall remain in full force and effect.

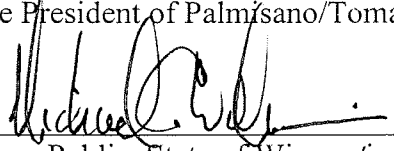
IN WITNESS WHEREOF, this Restatement and Amendment of Declaration of Restrictions is executed by Palmisano/Tomasini Corporation, a Wisconsin corporation, Developer, and by the Gazebo Hill Homeowners Association, Inc., a Wisconsin not for profit association for the Owners of lots in Gazebo Hill Subdivision.

PALMISANO/TOMASINI CORPORATION,
a Wisconsin corporation

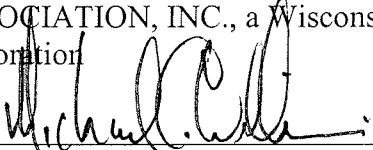
By:  _____
Salvatore J. Palmisano, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Winchester)

Personally came before me, this 6th day of March, 2006, the above - named Salvatore J. Palmisano, to me known to be the President of Palmisano/Tomasini Corporation, who executed the same on its behalf.

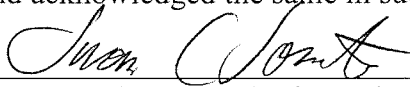
 _____
Notary Public, State of Wisconsin
My Commission: is permanent.

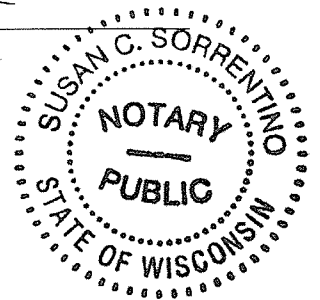
GAZEBO HILL HOMEOWNERS
ASSOCIATION, INC., a Wisconsin not-profit-
corporation

By: 
Michael C. Williams, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me, this 8th day of February, 2006, the above Michael C. Williams as the President of Gazebo Hill Homeowners Association, Inc. and to me known to be the person who executed the foregoing document and acknowledged the same in such capacity.


Notary Public, State of Wisconsin
My Commission is permanent



THIS INSTRUMENT WAS DRAFTED BY:
Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Parkway
Waukesha, Wisconsin 53188
Telephone: (262) 951-7000

MW762372_7

EXHIBIT A

That part of the Southwest one-quarter and the Northwest one-quarter of Section 25, Town 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Southwest one-quarter of Section 25 aforesaid; thence North $88^{\circ}50'34''$ East along the South line of said one-quarter section 2236.49 feet to a point, said point being 428.00 feet South $88^{\circ}50'34''$ West of the Southeast corner of said one-quarter section; thence North $01^{\circ}16'11''$ West and parallel to the East line of said one-quarter section 580.00 feet to a point; thence South $88^{\circ}50'34''$ West and parallel to the South line of said one-quarter section 22.00 feet to a point; thence North $01^{\circ}16'11''$ West and parallel to the East line of said one-quarter section 580.00 feet to a point; thence North $88^{\circ}50'34''$ East and parallel to the South line of said one-quarter section 300.00 feet to a point; thence North $01^{\circ}16'11''$ West and parallel to the East line of said one-quarter section 142.50 feet to a point; thence North $88^{\circ}50'34''$ East and parallel to the South line of said one-quarter section 150.00 feet to a point on the East line of said one-quarter section; thence North $01^{\circ}16'11''$ West along the East line of said one-quarter section 778.79 feet to a point; thence South $88^{\circ}32'44''$ West and parallel to the North line of said one-quarter section 845.72 feet to a point; thence North $01^{\circ}27'16''$ West at right angles to the North line of said one-quarter section 711.83 feet to a point on the South line of Scenic Heights Plat No. 1; thence South $88^{\circ}34'47''$ West along the South line of Scenic Heights Plat No. 1 aforesaid, as laid out and monumented, 1809.53 feet to a point on the West line of the Northwest one-quarter of said Section 25; thence South $01^{\circ}17'24''$ East 132.92 feet to the West one-quarter corner of said Section 25; thence South $01^{\circ}07'06''$ East along the West line of the Southwest one-quarter of said section 2647.50 feet to the point of beginning.

Subject to the rights of public across the South 24.75 feet and the West 24.75 feet for highway purposes.

The above-described parcel contains 144.1961 acres gross (141.3596 acres net).

The above-described parcel is now known as Plat of Gazebo Hill recorded on December 28, 1989 as document no. 424735, Plat of Gazebo Hill II recorded on April 4, 1991 as document 441894 and Plat of Gazebo Hill III recorded on August 5, 1993 as document 496988.

14-118-0000.001 *
14-118-0000.002 ↓
14-118-0000.003 ↓
14-118-0001(thru)0051.000 *
14-124-0000.004 *
14-124-0052(thru)0074.000 *
14-129-0000.005 *
14-129-0000.006 ↓
14-129-0000.007 ↓
14-129-0075(thru)0128.000 *

EXHIBIT B

All that part of the Southwest one-quarter of Section 25, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southwest corner of the said quarter section; thence North 88°50'34" East along the South line of the said quarter section 1091.34 feet; thence North 01°09'26" West 50.00 feet to the point of beginning of the lands herein described; thence South 88°50'34" West 351.29 feet; thence North 01°09'26" West 43.00 feet; thence North 88°59'34" East 220.00 feet; thence North 01°09'26" West 275.00 feet; thence North 25°13'42" East 147.93 feet; thence North 00°40'31" East 337.00 feet; thence North 30°49'00" East 425.00 feet; thence North 64°29'50" West 275.00 feet; thence North 04°01'17" West 362.10 feet; thence North 67°59'51" East 421.24 feet; thence North 39°53'18" East 119.65 feet; thence North 01°59'00" West 150.59 feet; thence North 81°59'29" East 99.53 feet; thence 153.66 feet on the arc of a curve to the left of radius 307.46 feet, chord bearing South 22°30'46" East 154.01 feet; thence South 52°58'59" West 201.59 feet; thence South 52°44'18" East 296.00 feet; thence South 01°16'11" East 695.12 feet; thence South 38°22'53" West 201.24 feet; thence South 57°17'37" West 309.43 feet; thence South 41°32'26" West 204.82 feet; thence South 19°00'10" West 204.82 feet; thence South 01°09'26" East 175.00 feet; thence North 88°50'34" East 200.00 feet; thence South 01°09'26" East 60.00 feet; thence South 88°50'34" West 200.00 feet to the point of beginning and containing 18.129 acres.

EXHIBIT C

LEGAL DESCRIPTION

All that part of the Northwest one-quarter and Southwest one-quarter of the Southwest one-quarter of Section 25, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at the Southwest corner of the said Southwest one-quarter of Section 25, thence North 01°07'05" West along the West line of the said quarter section and centerline of North River Road 2130.05 feet; thence North 88°52'54" East 75.00 feet; thence North 79°58'48" East 465.00 feet; thence North 32°12'43" West 86.24 feet; thence North 35°05'16" East 127.08 feet; thence North 01°25'13" West 145.00 feet; thence North 88°34'47" East 109.80 feet; thence 131.91 feet on the arc of a curve to the right of radius 148.15 feet, chord bearing South 65°54'49" East 127.59 feet; thence South 40°24'25" East 344.64 feet; thence South 49°35'35" West 130.00 feet; thence South 13°16'41" East 171.00 feet; thence South 12°20'53" East 275.09 feet; thence South 04°01'17" East 362.10 feet; thence South 64°29'50" East 275.00 feet; thence South 30°49'00" West 425.00 feet; thence South 00°40'31" West 337.00 feet; thence South 65°12'36" East 136.50 feet; thence South 19°00'10" West 163.96 feet; thence South 01°09'26" East 285.00 feet to a point on the South line of the aforementioned Southwest one-quarter of Section 25 and centerline of West Donges Bay Road; thence South 88°50'34" West along said South line and centerline 1091.34 feet to the place of commencement.