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**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS OF
RIVER'S CROSSING
ADDITION #3 SUBDIVISION**

Document Title

Recording Area

Name and Return Address:

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PO Box 1615
Waukesha, Wisconsin 53187

Tax Parcel No.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVER'S CROSSING ADDITION #3 SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions of River's Crossing Addition #3 Subdivision (this "Declaration") is made and entered into by Bielinski Homes, Inc. ("Declarant").

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses

upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

- 1.1 Association**
The "Association" shall mean River's Crossing Addition #3 Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.
- 1.2 Association Insurance**
"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.
- 1.3 River's Crossing Addition #3 Subdivision Documents**
"River's Crossing Addition #3 Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.
- 1.4 Board**
The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.
- 1.5 Building**
A "Building" shall be any freestanding structure located in the Subdivision.
- 1.6 Bylaws**
The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.
- 1.7 Common Areas**
The "Common Areas" shall consist of all the Outlots, except for Outlots 7 and 10, and easements on a portion of a Lot used for signage identifying the Subdivision as River's Crossing Addition #3 Subdivision.
- 1.8 Common Improvements**
The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as River's Crossing Addition #3 Subdivision, and any improvements made in the Common Areas by the Association or the Declarant.

- 1.9 Declarant**
The "Declarant" shall mean Bielinski Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 14.7 of this Declaration.
- 1.10 Declaration**
"Declaration" shall mean this Declaration as the same may be amended from time to time.
- 1.11 Director**
A "Director" shall mean a member of the Board.
- 1.12 Drawings**
The term "Drawings" is defined in Section 6.2.
- 1.13 Lot**
"Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.
- 1.14 Mortgage**
"Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.
- 1.15 Mortgagee**
"Mortgagee" shall mean the holder of a Mortgage.
- 1.16 Occupant**
"Occupant" shall mean the Owner and any other person residing on a Lot.
- 1.17 Outlot**
"Outlot" shall mean an outlot as shown on the Plat and subject hereto. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.
- 1.18 Owner**
"Owner" shall mean each fee simple owner of a Lot or Outlot. The Declarant is an Owner with respect to Lots to which it holds title.
- 1.19 Plat**
A "Plat" is the plat of the Property as recorded in the Register's Office.
- 1.20 Property**
The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.21 Register's Office

The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.22 Rules

The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.23 Subdivision

"Subdivision" shall mean all of Lots as shown on the Plat.

1.24 City

"City" shall mean the City of Waukesha, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration

Declarant shall establish the Association to administer the property. Declarant shall include in the Bylaws for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting

Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot acquired from Declarant shall be entitled to one (1) vote for each Lot owned. Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the City for all of the Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management

The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals

Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

ARTICLE 3. ASSESSMENTS**3.1 Budget and Assessments**

The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses

Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.6 Payments by Declarant

As long as the Declarant owns a Lot, Declarant will not be responsible for payment of general or special assessments, but Declarant will pay to the Association the amount by which the actual common expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will make regular payments of assessments with respect to any Lots which may be leased by Declarant, for use by others, of Lots owned by the Declarant for which and occupancy permit has

been issued, (c) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (d) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses

Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the River's Crossing Addition #3 Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the River's Crossing Addition #3 Subdivision Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles

- a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.
- b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Except for temporary parking as defined later, there shall be no outside storage of boats, trailers, buses, large trucks, or campers (such vehicles, "Temporary Vehicles"). Temporary parking of Temporary Vehicles shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of 90 days per year or no more than two weeks at a time during such seven (7) month period. Notwithstanding the foregoing, inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board shall not be allowed to be parked in the driveways at any time. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Waste

Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Restricted Dumping

No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Temporary Structures

No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment

Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity

No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the River's Crossing Addition #3 Subdivision Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

5.9 Patios and Balconies

Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Lot erect or post a temporary sign of customary and reasonable dimension relating to the Lot being for sale or for an open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.11 Environmental Matters

Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets

No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by City ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, which shall consist of the Board. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements

Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey ("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, architect or designer:

- a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or

- b) The demolition of any Building or other improvements on any portion or portions of a Lot, or
- c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or
- d) The installation of any awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fixed grill, fences or other landscape features on any such property.

6.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process

None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval, as defined in Sec. 6.4 b) 2), by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

- a) The **Drawings** shall include the following:
 - 1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
 - 2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and
 - 3) the proposed landscaping.
- b) **Standards and Procedural Matters of Consideration for Approval**
 - 1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the City ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings

otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto.

- 2) If the ACC fails to approve or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.
- 3) Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate City Approval

Matters which require approval of the ACC may also require approval of the City. Obtaining approval from the ACC and from the City is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the City and approval by the City shall not be deemed approval by the ACC. Prior to the issuance of a building permit for any Lot, the Owner shall submit to the City Building Inspector for approval of a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the Lot and the grades of the adjoining Lots at the building corners or if vacant, at the building pad corners, the existing and proposed contours, easements, culverts and/or storm sewers.

6.6 Procedures and Budget

The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common

expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ 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 Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

6.7 Uniformity Standards; Waiver

The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not exceed the minimums provided by the City of Waukesha Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification

Each member or former member of the ACC, 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 attorneys' 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 negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this 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 negligence or willful misconduct in the such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story and split-levels:	1600 Square Feet
1 ½ Story and 2 Story:	2000 Square Feet

b) Lot Setbacks – Principal Structure

Front Yard:	25'
Rear Yard:	40'
Side Yard:	10' with a minimum sum of side yards being 20'

c) Diversity of Model Type

Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance.

d) Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) Garage

Each home on a lot is required to have a minimum 2-car garage attached to the house.

f) Driveway

Driveways shall be paved within (12) months of Owner's receipt of an occupancy permit. The driveway must be paved and shall be installed no closer than three (3) feet from the Lot boundary lines, and each Lot is restricted to only one (1) access point to the street.

g) Siding

The exterior siding of a home may only be made of materials such as brick, stone, stucco, wood siding, engineered wood, fiber cement or vinyl siding.

A portion of the front façade of each home shall include brick or stone material in an amount dependent upon the architecture of the specific home to ensure that the home has a high quality of aesthetics. Notwithstanding the foregoing, the ACC, in its sole discretion may waive the front façade brick/stone requirement dependent upon the specific elevation and architecture of the home.

h) Windows

Each home is required to use shutters and/or wide window trim on every window of the home. There shall be no windowless elevations.

i) Corner Boards

Each home is required to use rough sawn cedar, composite or aluminum wrapped corner boards on all corners of the home. The type of corner boards that are used on the front of the home must be used on the sides and the rear of the home to maintain architectural consistency.

j) Aluminum Wrapped Exterior

The exterior of the home may have aluminum-clad soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, fixture blocks and aluminum porch columns.

k) Roof

A residence shall have a roof of architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 8:12 on the main body of the roof.

l) Mailbox

Each Lot Owner is required to install and maintain a uniform mailbox and mailbox support post in a style, size, color and material determined by the ACC. The mailbox will be supplied and installed by the builder.

The location of mailboxes must be consistent on every Lot.

Each Owner shall maintain its mailbox in good condition and working order.

m) Fences

All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any residential Lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected with the exception of privacy fences installed near the home for the purpose of screening views between neighbors from side to side. In this situation the privacy fence

shall be no more than six (6) feet from the graded surface of the ground. No chain link fencing shall be permitted.

Fences are not allowed to encroach into electrical easements without permission from WE Energies. Each homeowner is advised to contact WE Energies in the event they want to encroach into an electrical easement to make sure they understand all restrictions and rules regarding such easements.

n) Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

o) Yard Lamp

Each Lot Owner is required to install and energize a front yard light post and lantern within one year of occupancy. The yard lamp will be supplied and installed by the builder.

The light post must be:

1. Located at least 3 feet and no more than 10 feet from the front lot line
2. Adjacent to the driveway.
3. Elevated to a height to be determined by the ACC.
4. Fitted to use a high pressure sodium lamp of no more than 50 watts.
5. Illuminated from dusk to dawn by means of a photocell.

Prior to occupancy of a residence on a Lot, the Owner must demonstrate to the ACC that the light post and lantern is connected to electrical service (paid for by owner). Each owner shall maintain its light post in good condition and working order with working light bulbs, and shall make certain that electrical services are continued to the lamp.

p) Antennas/Satellite Dishes

No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed near the rear of the home. In every

case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with City ordinances.

q) Clotheslines

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

r) Pools

Pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve a pool which is not completely enclosed by a secure wall or fence with a self-closing or self-latching gate or door (at the top of such gate or door) and if the pool is not properly screened from view by proper landscaping. Notwithstanding the foregoing, the ACC may deny a request for an above-ground pool if the general appearance of the above-ground pool improvements is not of a high quality of aesthetics.

s) Walkways

All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

t) Decks

Decks must be located to the rear of the dwelling.

The height of the deck is limited to the ground level finished floor line on single story homes and to the second story finished floor line on two story homes.

Decks may be constructed of treated wood or composite as long as the material is in harmony with the adjacent home. Decks may have a clear or tinted preservative stain applied to them or be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

u) Patios

Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

v) Fixed Grills

All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

- w) **Dog Kennels**
Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.
- x) **Utilities**
All utilities must be installed underground.
- y) **Solar Collectors**
No exterior active solar collectors shall be erected, installed or used unless presented in drawings and approved by the ACC.
- z) **Accessory Structures/Sheds**
All storage sheds shall be of a style, color, and building material consistent with the residence on the Lot. Pre-fabricated sheds are not allowed. All sheds must be approved by the ACC prior to its construction. If an owner desires to connect electricity to a shed, whether at or after the time of the initial construction, the installation of electrical connections must be underground.

6.10 Landscaping Requirements & Guidelines

- a) **Existing Vegetation**
No existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.
- b) **Grading**
Declarant and the City of Waukesha have agreed to a certain Storm Water Management Plan and Master Grading Plan on file in the office of the Declarant and the offices of the City's Building Inspector. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans unless the City Engineer approves a change. In the event of a conflict between any proposed drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the City, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, correction or any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be

provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or City will rectify such condition at Owner's cost.

c) Ponds

No ponds shall be constructed on a Lot without the prior approval of the City. Rain gardens are encouraged to help slow the rates of storm water runoff, but the ACC must first approve them.

d) Lawns

Each homeowner is required to plant a lawn (seed or sod) within the first twelve (12) months after receipt of the occupancy permit from the City.

e) Plantings

1. **Foundation Plantings** – At a minimum, each homeowner is required to plant a foundation planting in the front of their house within the first twelve (12) months after receipt of the occupancy permit from the City. The foundation planting will contain a minimum of twelve (12) shrubs of at least two (2) gallon size with a minimum total of twenty (20) plantings. Plantings may consist of any combination of shrubs, perennial plants, decorative grasses, etc.
2. **Trees** – Each homeowner is responsible for planting one (1) shade tree and one (1) ornamental tree in the front yard of the lot. The shade tree must be a minimum of 1.5" caliper and selected from the approved list attached to this document as exhibit B. The trees must be planted within the first twelve (12) months after receipt of the occupancy permit from the City. An extra shade tree may be substituted in place of the ornamental tree. Ornamental trees can be described as trees that enhance the dimension of the landscape with flowers, leaves, fruit, and spectacular fall color. Ornamental trees are also compact in size which makes them suitable for use in areas where shade trees are not appropriate.
3. **Grading**- All Grading must comply with the approved master grading plan. The homeowner assumes all responsibility to make sure compliance is followed during their landscape process. Builder/Declarant assumes no responsibility if non-compliance of the master grading plan occurs. Reestablishing of drainage swales and surface water drainage prior to landscaping may be required due to settling or erosion runoff that may have occurred prior to owners landscaping.

f) Vision Triangles

There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of twenty-four (24) inches. Refer to the City Ordinances to determine the size of the vision triangle.

g) Retaining Walls

Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

h) Maintenance

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Each Subdivision Lot Owner adjacent to delineated wetlands shall not mow or otherwise disturb any plants, trees, bushes, grasses, animals or other things growing, living or located in a delineated wetland, or other environmentally sensitive area.

Until grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the City of Waukesha's Weed Control Ordinance. Each homeowner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscaping be left in an unmaintained state as to become a nuisance or an eye sore, the ACC retains the right to remedy the nuisance and assess the costs back to the homeowner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the ACC can take action.

ARTICLE 7. INSURANCE

7.1 Association Insurance

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance

The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to

buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

7.3 Proceeds

Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

7.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver

The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts Affecting Insurance

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the

resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage

Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General

This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Declarant shall have three (3) votes for each of the Declarant Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees.

8.2 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice

Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the River's Crossing Addition #3 Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot

A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant:

- (a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 20 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for

drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.
- (d) may apply the covenants contained in this Declaration to future stages of the development of River's Crossing Addition #3. The future stages of the development of River's Crossing Addition #3 shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Waukesha County, Wisconsin. Except with respect to future stages of the development of River's Crossing Addition #3, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained within to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues

for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

12.1 Right of Entry

A right of entry to each Lot, Common Area or Outlot is reserved to the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage

An easement is reserved to Declarant, the Association and the City over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Section 6.10. Should it become necessary for the City to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the City. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance.

ARTICLE 13. TERMINATION

13.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of

Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 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.

14.2 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.

14.3 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.

14.4 Severability

If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 Remedies

All remedies herein are cumulative.

14.6 Waivers

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. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 Assignment of Declarant's Rights

Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof),

by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation

Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 City Codes or Ordinances

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control or stormwater ordinance of the City, except as specifically modified in writing by the City, within the framework of the planned unit development portion of the present zoning ordinance. This Declaration shall not be amended to contravene any City codes or ordinances.

14.10 Adjacent Property

Certain real estate located adjacent to the Subdivision is used for farming and other industrial/commercial operations as of the date of this Declaration. Each Owner acknowledges receipt of notice that such businesses produce noise and dust.

Executed at Waukesha, Wisconsin, on the 21st day of June, 2007.

BIELINSKI HOMES, INC.

By: _____

Harry Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 21st day of June, 2007, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, State of Wisconsin

My commission 15 permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

RIVER'S CROSSING ADDITION #3, being a part of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM, Outlot Seven (7) in RIVER'S CROSSING ADDITION #3, being a part of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

****Notwithstanding the foregoing legal description, Outlot Ten (10) in RIVER'S CROSSING ADDITION #3, being a part of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin ("Outlot 10") shall not be subject to the Declaration to which this Exhibit A is attached ("Declaration") provided the City of Waukesha is the title owner of Outlot 10 and Outlot 10 is used by the City of Waukesha for the production of well water. In the event that Outlot 10 is not owned by the City of Waukesha or is not being used by the City of Waukesha for the production of well water, the terms, conditions, covenants and restrictions of the Declaration shall apply to Outlot 10.**

Exhibit B
Approved Tree List

Large Trees

Red Maple
Sugar Maple
White Ash
Green Ash
Ginkgo Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees

Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Waukesha Hawthorn

Trees to Avoid (Invasive Non-Native Species)

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle

Many cultivars exist for these species. Cultivars are used for variety among species and improved performance through characteristics: i.e. shape, structure, growth habit, insect/disease resistance, absence/persistence of fruit and color.

3592384



WC3592384-003

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS OF
RIVERS CROSSING
ADDITION #3
SUBDIVISION**

Document Number

Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-11-2008 10:04 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Rivers Crossing Addition #3 Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

WITNESSETH:

Bielinski is the Declarant of and the owner of lots 393-419, 421, 422, 424 and 426-451 which are currently subject to a Declaration of Covenants, Conditions and Restrictions of Rivers Crossing Addition #3 Subdivision dated June 21, 2007 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 24, 2007 as Document No. 3522346, as amended (as amended, the "Declaration") affecting the real estate described on Exhibit A attached hereto.

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the votes for lots subject to the Declaration, desires to amend Sections 6.9(a) and (k) of the Declaration.

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

1. Section 6.9 (a) of the Declaration (Minimum Square Feet) is deleted in its entirety and replaced with the following:

"a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

- 1 Story and split-levels: 1200 Square Feet
- 1 ½ Story and 2 Story: 1200 Square Feet
(1st floor minimum of 800 sf)"

2. Section 6.9 (k) of the Declaration (Roof) is deleted in its entirety and replaced with the following:

"k) Roof

A residence shall have a roof of architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof."

3. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the ___ day of August, 2008.

BIELINSKI HOMES, INC.

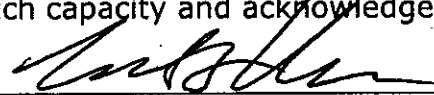
By: 

Harry Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 6th day of August, 2008, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Timothy J. Voeller
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

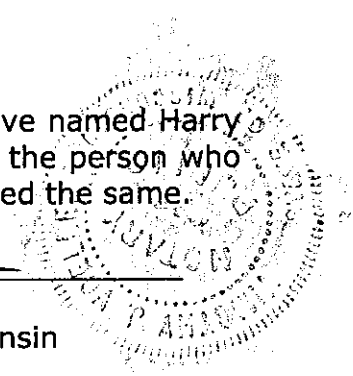


Exhibit A

RIVER'S CROSSING ADDITION #3, being a part of the SE ¼, SW ¼ and NE ¼ of the SE ¼ of Section 19, and the NE ¼ of the NE ¼ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM, Outlot Seven (7) in RIVER'S CROSSING ADDITION #3, being a part of the SE ¼, SW ¼ and NE ¼ of the SE ¼ of Section 19, and the NE ¼ of the NE ¼ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

****Notwithstanding the foregoing legal description, Outlot Ten (10) in RIVER'S CROSSING ADDITION #3, being a part of the SE ¼, SW ¼ and NE ¼ of the SE ¼ of Section 19, and the NE ¼ of the NE ¼ of Section 30, all in Township 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin ("Outlot 10") shall not be subject to the Declaration to which this Exhibit A is attached ("Declaration") provided the City of Waukesha is the title owner of Outlot 10 and Outlot 10 is used by the City of Waukesha for the production of well water. In the event that Outlot 10 is not owned by the City of Waukesha or is not being used by the City of Waukesha for the production of well water, the terms, conditions, covenants and restrictions of the Declaration shall apply to Outlot 10.**

2007 JUN 27 AM 8:58

RIVER'S CROSSING ADDITION #3 HOMEOWNERS ASSOCIATION, INC.

STATE OF WISCONSIN
FILED
JUL - 5 2007
DEPARTMENT OF
FINANCIAL INSTITUTIONS

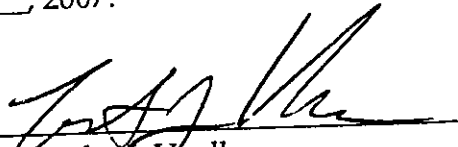
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surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay compensation in reasonable amounts to Members, directors or officers for services rendered and may confer benefits upon its Members in conformity with its purposes.

9. Dissolution. Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by the majority of the directors of the Association to be similar to those of the Association and that if no such entity is deemed to exist, then all such assets, after payments of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed this 21st day of June, 2007.


Timothy J. Voeller

This document was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
N16 W23377 Stone Ridge Drive
Waukesha, Wisconsin 53188-1108
(262) 547-6181

BY-LAWS OF
RIVER'S CROSSING ADDITION #3 HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the corporation shall be RIVER'S CROSSING ADDITION #3 HOMEOWNERS ASSOCIATION, INC. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions of River's Crossing Addition #3 Subdivision (the "Declaration"), and the Articles of Incorporation for this Association ("Articles"). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3 Members. "Members" of the Association shall consist of the Lot Owners set forth in the Declaration.

1.4 Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, the Developer shall designate the initial Board of Directors, consisting of three (3) persons, none of whom must be Members, who shall have all of the rights and powers reserved to the Board under these By-Laws. Such members of the Board, or successors to any of them as designated by Developer, shall continue to serve until the Developer has sold all Lots of the Subdivision or any additions thereto.

1.5 Location. The principal office of the Association shall be at N16 W23377 Stone Ridge Drive, Waukesha, Wisconsin 53188-1108. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Voting.

(a) Each Lot is vested with one (1) vote. If a Member owns more than one Lot, such Member shall have one (1) vote for each Lot owned.

(b) If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If the owners of a Lot cannot agree on how to vote, such Lot shall lose its vote for the particular item to be voted upon. If a Lot is owned by a legal entity, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by a duly authorized officer of such

entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot occurs.

(c) There shall be no cumulative voting.

2.2 Majority of Members.

(a) The term "majority of Members" shall mean those Members holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

(b) A matter shall be deemed approved if approved by a majority of Members.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Members shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Members. The Association shall maintain a current roster of names and addresses of every Member. Each Member shall be given notice of all meetings of Members of the Association. Every Member shall furnish the Association with his or her name and current mailing address. No Member may vote at meetings of the Association until the foregoing information is furnished.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the third Tuesday of September of each year. At the annual meeting, one or more members of the Board may be elected by the Members in accordance with the requirements of Section 4.2 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if directed by resolution of the Board or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated

in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Order of Business. The order of business at all meetings of the Members shall be as follows:

- 3.7.1 Roll call.
- 3.7.2 Proof of notice of meeting or waiver of notice.
- 3.7.3 Reading of minutes of preceding meeting.
- 3.7.4 Reports of officers.
- 4.7.5 Report of committees.
- 3.7.6 Election of directors (when applicable).
- 3.7.7 Unfinished business.
- 3.7.8 New business.

3.8 Parliamentary Procedure. Except where inconsistent with these By-laws, meetings of the Association shall be conducted in accordance with the latest revised edition of **Roberts Rules of Order**.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons. Subject to the provisions of Section 1.4, two (2) Directors shall be Members or designees of entity Members in a certificate filed with the Association under Section 2.1(b) and the third Director may be a non-Member.

4.2 Election and Term of Office. Within thirty (30) days after the conveyance of the last vacant Lot by the Developer to an unrelated purchaser, the Board shall call a meeting of the Members to elect three (3) new Directors replacing the Developer appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for 2 years each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Lot owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of directors to be elected have been so elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Subdivision and Common Areas in accordance with the Declaration, including the power to do the following:

4.3.1 Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Subdivision and Common Areas.

4.3.2 Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Areas as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

4.3.3 Approve all building, outbuilding or other structures, swimming pools, fences, walls, driveways, tennis courts, light posts, landscaping or other structures or improvements to be constructed, erected, placed or altered on any Lot as the Architectural Control Committee as provided in the Declaration. In so doing, the Board shall be acting as the Architectural Control Committee as required under the Declaration, and the approval process outlined in the Declaration shall be followed by the Board. The initial Architectural Control Committee shall be appointed by the Developer and shall exercise the powers of the Architectural Control Committee as outlined in the Declaration. The Board shall assume the powers of the Architectural Control Committee after the Developer has conveyed the last vacant Lot to an unrelated purchaser.

4.3.4 Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association.

4.3.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

4.3.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

4.3.7 Perform such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Members.

4.5 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Members or the resignation of a Developer appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail,

telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board shall require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

4.15.1 Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' 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 Director or officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or officer. In the event of settlement, 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 negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

4.15.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall adopt a budget for the operation of the Association at least annually. The budget will contain estimates of the cost of operating the Association and shall include all common expense items and may include a reserve for capital replacements.

6.2 Assessments. The estimate of common expenses of the Association, in accordance with the provisions of the Declaration, shall be assessed against each Lot in the Subdivision, on an annual basis and paid as determined by the Board provided, however, that Developer shall only be assessed as provided in the Declaration. Assessments shall be levied uniformly among the Lots except for special assessments, fines, fees or charges levied on the Lots. The first installment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Lot. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments and installments of assessments shall be paid on or before thirty (30) days after the date when such assessments and installments are due. Any assessment or installment not paid within thirty (30) days of its due date shall be delinquent and the Member shall be charged interest at the rate of fourteen (14%) percent per annum on the unpaid assessment or installment of such assessment. Interest

shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.3 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$500.00 for payment of Association obligations, bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.4 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. OBLIGATIONS OF THE MEMBERS

7.1 Maintenance and Repair. A Member shall be responsible to the Association and each other Member for any claims, damages or other liabilities arising from the Member's failure to discharge its obligations under the Declaration. A Member shall reimburse the Association or another Owner on demand for any expenditures incurred in repairing or replacing any part of such other owner's improvements or the Common Areas damaged by the reimbursing Member, any member of such Member's family, or a tenant, employee or other user or occupant of the reimbursing Member's Lot.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by the Owners of at least 60% of the Lots in the Subdivision. No amendment shall limit any right granted to or reserved by Developer herein.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Lot shall notify the Secretary of the Association of such mortgage or mortgages and the

name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Lot, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Lot. If any mortgagee, proposed mortgagee or purchaser of such Lot, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Lot be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

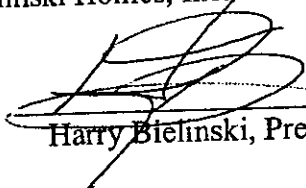
CONSENT TO ACTION BY BIELINSKI HOMES, INC.

The undersigned, the Declarant of River's Crossing Addition #3 Subdivision, hereby appoints Timothy J. Voeller, Peter W. Collins and Brett Engelking to the Board of Directors for the River's Crossing Addition #3 Homeowners Association, Inc.

Executed this June 21, 2007.

Bielinski Homes, Inc.

By:


Harry Bielinski, President

INITIAL CONSENT TO ACTION BY THE BOARD OF DIRECTORS
OF RIVER'S CROSSING ADDITION #3 HOMEOWNERS ASSOCIATION, INC.

The undersigned, constituting all of the directors of the Board of Directors of River's Crossing Addition #3 Homeowners Association, Inc., a Wisconsin non-stock, non-profit corporation, do hereby consent in writing pursuant to the provisions of Section 181.0821 of the Wisconsin Statutes, for the action set forth in the following resolutions:

1. Organization of a Meeting.

RESOLVED, that this unanimous consent of the initial directors of the non-stock corporation shall be in lieu of an organizational meeting as required by Section 181.0205 of the Wisconsin Business Non-Stock Corporation Law and shall have the same force and affect as though adopted by a unanimous vote at an initial meeting of the Board of Directors of the non-stock corporation duly called and held.

2. Approval of Actions by Incorporator.

RESOLVED, that all actions of the sole incorporator in connection with the organization of the corporation, including, without limitation, executing and causing to be filed and recorded the Articles of Incorporation, are hereby ratified, approved and confirmed.

3. Election of Officers.

RESOLVED, that the following persons are elected to the offices of the non-stock corporation as set forth next to their respective names, to hold office until their successors are elected or until their prior death, resignation or removal:

President – Timothy J. Voeller
Vice President – Peter W. Collins
Secretary – Brett Engelking
Treasurer – Peter W. Collins

and the Secretary of the non-stock corporation is directed to cause a Certificate of Newly-Elected Officers and/or Directors to be filed with the Department of Financial Institutions of the State of Wisconsin within twenty (20) days hereafter.

4. Budget.

RESOLVED, that the budget, attached hereto, is hereby ratified, approved and confirmed.

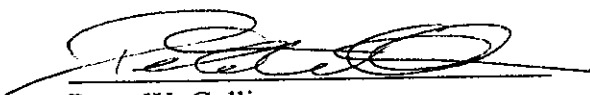
5. Further Actions.

RESOLVED, that the appropriate officers of the non-stock corporation are hereby authorized and directed on behalf of the non-stock corporation to execute and file such other documents and instruments and to do or cause to be done all such further acts as they may deem

necessary or advisable in order to complete the organization and incorporation of the non-stock corporation and to carry into effect the tenure and purpose of the resolution set forth herein; and that any and all actions so taken by the appropriate officers of the non-stock corporation be and they are hereby ratified, confirmed and approved.

Executed this 21st day of June, 2007.


Timothy J. Voeller


Peter W. Collins

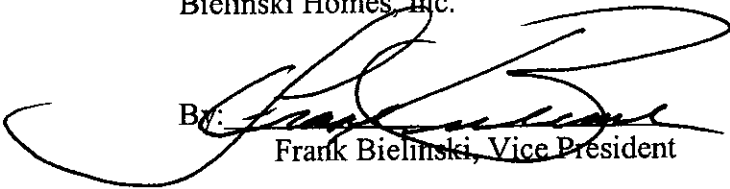

Brett Engelking

CONSENT TO ACTION BY BIELINSKI HOMES, INC.

The undersigned, the Declarant of River's Crossing Addition #3 Subdivision, hereby removes Brett Engelking from the Board of Directors for the River's Crossing Addition #3 Homeowners Association, Inc. and replaces him with Alan Peters.

Effective as of the 10th day of August, 2007.

Bielinski Homes, Inc.

By: 

Frank Bielinski, Vice President

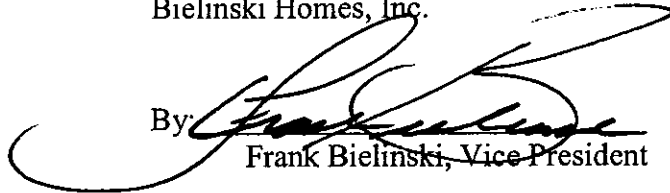
CONSENT TO ACTION BY BIELINSKI HOMES, INC.

The undersigned, the Declarant of River's Crossing Addition #3 Subdivision, hereby removes Peter W. Collins from the Board of Directors for the River's Crossing Addition #3 Homeowners Association, Inc. and replaces him with Meg Douglas.

Effective as of the 2nd day of November, 2007.

Bielinski Homes, Inc.

By:

A large, stylized handwritten signature in black ink, appearing to read 'Frank Bielinski', is written over the printed name.

Frank Bielinski, Vice President

ASSOCIATION DEVELOPER MANAGEMENT AGREEMENT

"Association": River's Crossing Addition #3 Homeowners Association, Inc. Address: PO Box 1615, Waukesha, WI 53187 "Expenditure Limit": \$1,000.00 "Fee": \$3,000 per year or \$250 per month	"Term": Beginning date: Date of sale of first lot to non-Bielinski third party. Ending date: Date Bielinski Declarant ceases control over Association "Meetings": All annual owner meetings and all board of director meetings
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This Agreement is entered into this June 28, 2007, by and between Bielinski Management, Inc., ("BMI") and the above named Association. In consideration of the mutual terms and conditions set forth in this Agreement, the parties hereto agree as follows:

I. FINANCIAL MANAGEMENT

- A. **ASSESSMENT COLLECTION.** BMI is hereby authorized to request, demand, collect, receive and offer receipt for any and all assessments, rents, dues, fees and other sums which may at any time be or become due to the Association and to take such action in the name of the Association by legal process or otherwise as may be required for the collection of fees and other sums which may at any time be or become due. This includes the authority to take action in the name of the Association by way of legal process to collect the same upon approval by the Association's Board of Directors. Each month included with the financial report, BMI shall furnish the Association with an itemized list of all accounts which were delinquent as of the end of the then prior month. BMI shall not be liable for any rents, assessments, fees or other sums which it is unable to collect. BMI shall not provide collection services on behalf of the Association but shall use its best efforts and, upon request of the Association, will arrange for legal services to be taken on behalf of the Association.
- B. **BANK ACCOUNTS.** BMI shall establish and maintain a separate bank account as agent of the Association for the deposit of the money of the Association with authority to draw thereon for any payments to be made by BMI to discharge liabilities or obligations as well as for the payment of the Fee due to BMI. All costs associated with maintaining such account shall be an operating expense charged to and paid by the Association. BMI shall have full authority over any account which it opens on behalf of the Association. Copies of all bank statements shall be available to the Association monthly.
- C. **ACCOUNTING.** BMI shall maintain a record of income, expenses, assets and other liabilities of the Association utilizing the cash or accrual method of accounting. BMI may utilize its computerized payable system, which includes computer printed Association checks. The Association shall be responsible for providing initial financial records with audited or otherwise verified opening balances for both assessments and general ledger accounts.
- D. **BUDGET PREPARATION.** BMI shall prepare and submit to the Association, 60 days prior to the beginning of the new fiscal year, a recommended operating budget for that fiscal year showing anticipated receipts and expenditures. Adoption of each budget by the Association shall occur at least 30 days prior to its effective date.
- E. **ASSESSMENT BILLING.** BMI will provide annual dues statements for payment. BMI will provide delinquency notices to all delinquent Association members on a monthly basis.
- F. **ASSESSMENT COLLECTION AND RECORDS.** BMI shall maintain a record of assessment charges, adjustments and receipts and include them in the financial reports. This information will also show the name of each unit owner in the Association, their unit number and the monthly charges for assessments.
- G. **DELINQUENCY PROCESSING.** Upon request by the Association, BMI shall work with the Board of Directors to develop a delinquency policy and procedure for the Association. BMI will administer the delinquency procedure by charging late fees, securing legal counsel to represent and work for the Association, at the Association's expense, and answering questions regarding accounts. BMI shall prepare delinquency rolls containing the delinquent owners' names, unit numbers and balances owing to Association on a monthly basis.
- H. **INVOICE/DISBURSEMENT PROCEDURES.** BMI will receive, review, and approve invoices and other bills received by the Association; prepare checks for payments of approved Association expenses as permitted, and maintain vendor files with attached checks, copies and invoices.

I. *FINANCIAL STATEMENTS.* BMI will prepare and maintain the records necessary to produce monthly computerized financial statements and provide the Association with copies of the balance sheets, income statements, cash disbursements summaries and delinquency reports. Upon the calendar year-end closing, BMI will prepare for the Association a year-end cumulative report. Due to the nature and extent of the financial reports being provided by BMI, the Association understands the reports may not be available until April 1st of the new year.

J. *TAX PREPARATION/AUDIT.* BMI will cooperate with the Association's independent certified public accountant in the annual audit and/or tax preparation by making all records, books and files available for inspection and review by the certified public accountant, review the resulting audit and make the certified public accountant's recommended adjustments to the Association's records.

K. *INVESTMENTS.* Although BMI will not offer any investment advice, it will assist the Association in obtaining the appropriate information necessary to develop an investment program utilizing savings account, money market funds or other investment products. BMI will gather the information for review by the Association, but cannot endorse any specific investment products. BMI will assist the Association in preparation of necessary documents required by banking and investment institutions and further implement the investment program selected by the Association for reserves and other funds, as cash flow demands allow.

II. ADMINISTRATIVE MANAGEMENT

A. *FILES AND RECORDS.* The Association is responsible for providing BMI with complete copies of all governing documents (including declarations, by-laws, rules and regulations together with all amendments or supplements thereto), current resolutions, current and accurate financial information, a current roll of members, owners or tenants, plus other pertinent information requested by BMI, as may be necessary to assist BMI in performing its obligations hereunder. BMI, at its option, may utilize its own organization system with the records it receives and maintains. Originals of all records will be maintained by BMI. BMI will develop and maintain a filing system of the Association's important papers, such as contracts, resident communications, public agency filings, financial information and other information which may be important in future decision making by the Association. BMI will make the Association's routine books and records available for inspection by any owner upon reasonable notice during regular business hours. At the end of this agreement all original documents and records will be turned over to the Association. It is expressly understood that all documents and records are the property of the Association.

B. *CORRESPONDENCE.* BMI will prepare or advise the Association in the preparation of general correspondence dealing with business matters between the Association and residents, contractors, agents, government officials, or other entities. BMI will maintain files for all such correspondence. BMI will arrange for the mailing or other distribution of notices required by the Association's governing documents or as may be directed by the Association. The Association shall promptly respond to all inquiries, requests and actions requested by BMI. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and addressed to the parties at the addresses listed above.

C. *INSURANCE CLAIM ADMINISTRATION.* BMI will assist the Association in the selection of an insurance broker and aid the Association and its broker in placing insurance as required by the governing documents of the Association, or as otherwise decided by the board of directors. BMI will provide administrative oversight of insurance claims.

D. *RULES ADMINISTRATION.* BMI will assist the Association in the development of reasonable and enforceable rules by coordinating with the Board of Directors, or a separate rule committee, and legal counsel. BMI will notify homeowners of any rule violations, as may be determined by the Board of Directors, and take such other actions as may be consistent with Association policy to assist the Association in the administration of its governing documents.

E. *POLICY DEVELOPMENT.* BMI will inform the Association concerning significant legislation, insurance, financial practices, court decisions, or other such changes in the laws pertaining to community associations which may come to the attention of BMI. BMI will work with the Board of Directors and offer advice and direction to the Association regarding their governing procedures and the responsibilities of the Board of Directors.

F. *LOT TRANSITION SERVICES.* BMI will provide basic information about the Association as requested by a member who wishes to sell or refinance his/her lot, a prospective buyer or their real estate agents. BMI will prepare resale disclosures certificates, refinancing forms and any other information as may be required or requested,

on behalf of any lot owner which desires to sell or refinance a lot; the costs for processing such disclosures or forms are not included in the Fee but shall be the responsibility of the selling or refinancing party. BMI shall attempt to use the most current information available to it; however, the Association shall indemnify BMI for any claim, action or suit by a member of the Association alleging errors or omissions in a resale disclosure statement. BMI will not charge Bielinski Homes or any related entity ("Bielinski Homes") for the preparation of any documents by BMI in connection with the sale of a lot or property by Bielinski Homes.

G. *PROFESSIONAL SERVICES COORDINATION.* BMI will provide assistance to the Association in selection of consultants to accomplish specialized functions for the Association in the areas of engineering, law, public accounting and other needs of the Association and fully cooperate with those consultants as may be retained.

III. PROPERTY MANAGEMENT

A. *SERVICES REQUEST PROCESSING.* BMI will receive and record reasonable service requests for repairs or maintenance of the common elements, as may be consistent with established policy, and as agreed upon with the Board of Directors. This may include arranging for prompt and satisfactory response (within 48 hours) to service requests for maintenance or repairs as permitted by Association policy and budget limitations.

B. *CONTRACTOR BIDDING PROCEDURES.* BMI will assist the Association in undertaking a competitive bidding process for non-emergency services. This assistance may include finding contractors for the various projects, receiving bids and other contractor information and submission of the information to the Board of Directors.

C. *CONTRACT DEVELOPMENT.* BMI will assist the Association in selection of contractors for frequent or continuing services. This service may include obtaining bid information, insurance certificates, and contracts. Pursuant to the budget approved by the Board of Directors, BMI is authorized to enter into contracts in the name of the Association or in its name on behalf of the Association, and to place orders for such services, equipment, tools, appliances, materials and supplies as are necessary to maintain the buildings and property of the Association. BMI can also arrange for legal counsel to review the contracts presented to the Association in order to help the Association protect its interests; however, should the Association elect to omit legal review of its contracts, BMI shall not be responsible for the legal consequences of any agreement entered into on behalf of the Association.

D. *SERVICE CONTRACTORS.* BMI will assist the Association by meeting with or otherwise communicating the Association's directions to the providers of recurring services, such as landscape maintenance professionals, janitorial service providers, snowplowers, as well as any other contractors consistently providing services to the Association.

E. *MEETING ATTENDANCE.* BMI shall attend the number of regularly scheduled meetings set forth above under "Meetings." BMI will support the operation of the meetings by providing the necessary materials, personnel and helping the board of directors with any procedural questions which they may have.

F. *EXPENDITURE LIMITS.* BMI is authorized to make disbursements, expenditure commitments and enter into contracts related to its responsibilities to the Association up to the Expenditure Limit set forth above, without prior approval from the Association. The Association grants BMI this authority without limit in those situations requiring emergency repairs or services involving danger to life or property which may be immediately necessary for the preservation and safety of the property or its residents. In all such cases, BMI shall make a reasonable effort to minimize costs and to consult with a member of the board of directors in a timely fashion.

IV. COMPENSATION/TERMINATION

A. *COMPENSATION.* For the services specified in this Agreement, the Association shall pay to BMI the monthly fee identified above as "Fee". The Fee is due and payable by the end of each month during the Term of this Agreement. BMI is authorized to tender this payment, and any costs or charges it is due in excess of the Fee, to itself from the Association's bank account.

B. *TERM/TERMINATION.* Unless terminated pursuant to any provisions contained within this Agreement shall be effective for the Term set forth above. During the term either party hereto may terminate this contract with a 90 day written notice, with or without cause and without penalty. Upon termination, the parties shall account to each other with respect to all matters outstanding. BMI shall freely yield the Association's records as soon as possible after termination but no later than thirty days after the effective date of termination. Either party may terminate this Agreement without notice to the other in the event a petition in bankruptcy or corporate reorganization

is filed by or against BMI or the Association. The provisions of this paragraph shall survive termination of this Agreement.

V. MISCELLANEOUS

A. **LIABILITY.** Except for damages or injuries caused by the negligence or willful misconduct of BMI, its agents, or its employees, the Association shall indemnify and hold BMI harmless for all damages, liabilities, claims, suits, costs and expenses sustained by BMI when carrying out the provisions of this Agreement, acting under the express direction of the Association or as a result of the actions or inaction of the Association, its contractors, members or its employees. BMI shall indemnify and hold the Association harmless for all damages, liabilities, claims, suits, costs and expenses that arise due to the BMI's negligence or willful misconduct.

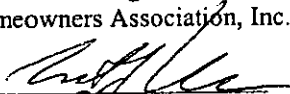
B. **INSURANCE.** BMI shall maintain liability and business insurance in force for the entire Term of this Agreement in the amount not to be less than \$200,000.00.

C. **COMPLIANCE.** BMI may take such action as may be necessary to comply promptly with any and all orders or requirements affecting the buildings or land of the Association by any federal, state, county or municipal authority having jurisdiction thereover and any other legal orders. However, BMI shall not be responsible for the Association's compliance with any federal, state or local laws and the Association hereby acknowledges that it is solely responsible to maintain itself in strict legal compliance with all federal, state and local laws, rules, orders and regulations of any type. Should the Association fail to operate itself in strict compliance with all federal, state and local laws or illegally discriminate in any manner, BMI may terminate this Agreement, without notice, as may be required elsewhere in this Agreement.

D. **MODIFICATIONS/AMENDMENTS/HEADINGS.** Timing is of the essence in all matters herein. All hold harmless and indemnification provisions throughout this Agreement shall include costs, disbursements and attorneys' fees incurred by the party who is to be held harmless or indemnified. This Agreement is a final and complete statement of the terms, conditions and representations made by both parties. No modification or amendment shall be binding unless it is reduced to writing and executed by both parties. Should any provisions of this Agreement be found to be unenforceable, they alone shall be stricken and the remaining provisions shall remain as written. The headings in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. This Agreement shall be interpreted under the laws of the State of Wisconsin and any litigation between the parties hereto shall be venued in Waukesha County, Wisconsin.

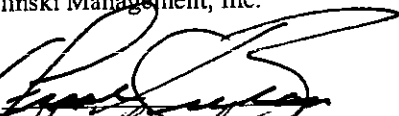
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first written above.

Association:
River's Crossing Addition #3
Homeowners Association, Inc.

By: 

Its: 

BMI:
Bielinski Management, Inc.

By: 

Its: 

Rivers Crossing Add III Homeowners Association

2011 Budget

January 1 - December 31, 2011

59 Lots

Ledger Number	Ledger Description	2010 Budget	2011 Budget	2011 Per Lot/Per Yr.	Notes
4100	Total Assessment	\$6,726.00	\$7,080.00	\$120.00	2010 Dues: \$114.00
Operating Expenses					
6200	Lawn Care	\$1,762.00	\$1,920.00	\$32.54	Achtenhagen Services
6300	Snow Maintenance	\$1,080.00	\$1,080.00	\$18.31	Achtenhagen Services
6350	Landscape Improvements	\$125.00	\$250.00	\$4.24	Replace or add trees, shrubs, signs, etc.
	TOTAL	\$2,967.00	\$3,250.00	\$55.08	

Administrative Expenses					
4500	Reserve Payments	\$241.00	\$285.00	\$4.83	Future replacement costs for lands
5100	Management Fees	\$3,000.00	\$3,000.00	\$50.85	Professional management costs
5200	Accounting & Audit	\$110.00	\$120.00	\$2.03	Annual tax returns
5300	Property Insurance	\$183.00	\$200.00	\$3.39	Liability insurance on the common areas
5400	General Admin Expenses	\$75.00	\$75.00	\$1.27	Community events, meeting room expenses, etc.
5500	Postage	\$75.00	\$75.00	\$1.27	Annual notices, violation notices, etc.
5600	Copies	\$75.00	\$75.00	\$1.27	Annual notices, violation notices, etc.
	TOTAL	\$3,759.00	\$3,830.00	\$64.92	

Surplus/Deficit

\$0.00

\$0.00