

CONDOMINIUM RESTATED DECLARATION

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RESTATED CONDOMINIUM
DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS
AND EASEMENTS FOR RIVER
PINES CONDOMINIUM

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**RESTATED
CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
RIVER PINES CONDOMINIUM**

This Restated Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as "the Act"), this 30th day of October, 2002, by Joseph H. Neuser, Thomas F. Novotny and Roger C. Wargin, (hereinafter collectively referred to as the "Declarant").

BACKGROUND

The original Condominium Declaration of River Pines, dated August 4, 1995, was recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on August 7, 1995, at Jacket 25343, Image 10, as Document Number 1461068 (the "Original Declaration"); and the original Condominium Plat of River Pines Condominium was recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on August 7, 1995, at Volume 2 of Condominiums, Page 60, as Document Number 1461067. The First Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium First Amendment, Phase 1, were recorded on September 8, 1995, at Jacket Number 25517, Image 54 as Document Number 1465656 and Volume 2 of Plats, Page 69 as Document Number 1465655. The Second Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Phase 1, Second Amendment were recorded on December 15, 1995, at Jacket Number 25998, Image 31 as Document Number 1478299 and Volume 2 of Plats, page 78 as Document Number 1478298. The Third Amendment to Condominium Declaration of River Pines was recorded on January 25, 1996, at Jacket Number J26175, Image 06 as Document Number 1482871. The Fourth Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Fourth Amendment were recorded on March 1, 1996, at Jacket Number 26355, Image 43 as Document Number 1487308 and Volume 2C of Plats, page 79. The Fifth Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Fifth Amendment were recorded on November 25, 1996, at Jacket Number 27964, Image 01 as Document Number 1529054 and Volume 2 of Plats, page 104. The Sixth Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Sixth Amendment were recorded on May 2, 1997, as Document Number 1549018 and Volume 2 of Plats, page 116. The Seventh Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Seventh Amendment were recorded on August 22, 1997, as Document Number 1549018. The Eighth Amendment to Condominium Declaration and Plat of River Pines and plat entitled River Pines Condominium, Eighth Amendment were recorded on May 1, 1998, as Document Number 1611225 and Volume 2 of Plats, page 166. The Ninth Amendment to Condominium Declaration and Plat of River Pines and Plat entitled River Pines Condominium, Ninth Amendment were recorded on December 11, 2001, as Document Number 1862221.

1. Statement of Declaration. The purpose of this Restated Declaration is to confirm the submission of the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration and to codify all prior amendments to the Declaration into a single document in order to ease the review of the terms hereof, clarify any amendments, and to declare a total of 125 Units shall be included within all phases of the Condominium in accordance with Paragraph 2.4 and 3.3 of the original Declaration.

Declarant hereby affirms that at the time of the filing of the original Declaration they were the sole owners of the real property described in Section 2.5 hereof and incorporated herein by this reference, together with all buildings and improvements located or to be located thereon (hereinafter referred to as the "Property") which was submitted to the condominium form of use and ownership as provided in the Act and the Declaration. Currently 88 Units have been transferred by the Declarant to a third party. The Property shall, subject to applicable taxes and assessments, ordinances, easements and restrictions, be held, conveyed, divided, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Restated Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, their successors and assigns, and to all parties currently or hereafter having any interest in the Property.

2. Definitions and Description of Development.

2.1 Definitions.

2.1.1 "Association" means River Pines Owners Association, Inc.

2.1.2 "Contemplated Unit" means a unit identified in this Declaration under any Phase, with respect to which the land associated therewith has not yet been improved or the improvement thereof is under construction.

2.1.3 "Member" means each Unit Owner who, upon acquiring title to a Unit, is automatically a member in the Association and shall remain as such until such time as he or she ceases to be a Unit Owner, at which time his or her membership in the Association shall automatically cease.

2.1.4 "Unit" means a part of a condominium as set forth in this Declaration intended for any type of independent use consistent with this Declaration, the By-Laws of the Association and any other rules and regulations of the Association as more fully defined in Wisconsin Statute Section 703.02(15), and including any Contemplated Unit.

2.1.5 "Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as a land contract vendee, and has been listed with the Association as provided in the By-Laws of the Association.

2.2 Name. The real estate, as described in Section 2.5, together with all buildings and improvements located or to be located thereon shall be known as "River Pines Condominium."

2.3 Address. The address of the condominium is:

1500 River Pines Dr., Green Bay, Wisconsin 54311

2.4 Expanding Condominium. The Declarant reserves the right to expand this condominium development as hereinafter set forth. The Declarant reserves the right of expansion pursuant to Wisconsin Statutes Section 703.26 for a period of ten (10) years from the date of the recording of the original Declaration.

2.5 Description. The following described real estate is subject to the provisions of this Declaration.

Phase I, Legal Description

A parcel of land being a part of Private Claims 17, 18 and 19, East side of the Fox River (E.S.F.R.), Town of Bellevue, Brown County, Wisconsin described as follows:

Commencing at the Southeast corner of said Private Claim 18; thence N65°07'34"W along the south line of said Private Claim 18, 1,114.73 feet to the westerly right of way of Bellevue Street (C.T.H. XX), the Point of Beginning; thence S16°26'00"W along said westerly right of way 577.23 feet to the northerly right of way of Manderly Way; thence N66°57'00"W along said northerly right of way, 1,063.94 feet to the northwesterly corner of Manderly Way right of way; thence S23°03'00"W along the westerly end of Manderly Way right of way, 35.00 feet to the centerline of said Manderly Way; thence N66°57'00"W, 277.10 feet; thence S22°33'58"W, 166.89 feet (previously recorded as S25°35'42"W, 199.50 feet); thence S86°21'38"W, 303.42 feet; thence N75°53'07"W, 234.87 feet; thence N63°19'09"W, 325.67 feet; N52°22'31"W, 271.98 feet; thence N24°51'37"E, 933.78 feet (previously recorded as N27°47'E, 983.78 feet); to the south line of Private Claim 18; thence S65°07'34"E along the south line of Private Claim 18; 131.77 feet; thence N40°52'26"E, 310.00 feet; thence N53°21'00"E, 520.00 feet; thence N28°51'31"E, 426.57 feet to the southerly right of way of Allouez Avenue (C.T.H. O); thence S81°33'50"E, along said right of way 112.65 feet; thence S65°02'38"E along said right of way 736.01 feet to a meander line which traverses the westerly bank of Willow Creek in the next five courses. (Said beginning of meander line is N65°02'38"W, 138'+/- from the center of Willow Creek) (1) S06°41'54"E, 221.28 feet; (2) S14°48'34"W, 151.59 feet; (3) S56°33'25"E, 429.41 feet; (4) S29°25'08"W, 369.75 feet; (5) S34°05'22"E, 75.52 feet to the end of said meander line (Said point being N64°49'29"W, 45'+/- from the center of Willow Creek) said point also being on the north line of said Private Claim 18; thence S64°49'29"E along the north line of said Private Claim 18, 335.53 feet to the westerly right of way of Bellevue Street (C.T.H. XX); thence

S16°26'00"W along said westerly right of way 404.76 feet to the Point of Beginning of herein described parcel. Including all lands lying between said meander lines and the center of Willow Creek.

EXCEPT:

A parcel of land being a part of Private Claim 18 and 19, East side of the Fox River (E.S.F.R.), Town of Bellevue, Brown County, Wisconsin described as follows:

Commencing at the Southeast corner of Private Claim 18; thence N65°07'34"W along the south line of Private Claim 18, 1,267.15 feet to the Point of Beginning; thence N24°52'26"E, 58.63 feet; thence N50°13'16"W, 200.48 feet; thence N58°37'44"W, 235.03 feet; thence N52°41'24"W, 270.25 feet; thence N35°17'31"W, 152.81 feet; thence S81°05'39"W, 264.10 feet; thence N04°44'42"W, 241.07 feet; thence N66°00'57"W, 127.77 feet; thence S66°00'00"W, 200.00 feet; thence N77°00'00"W, 280.00 feet; thence S81°00'00"W, 180.00 feet; thence S32°00'00"W, 270.00 feet; thence S08°00'00"W, 160.00 feet; thence S12°00'00"E, 295.00 feet; thence S60°00'00"E, 250.00 feet; thence N87°30'00"E, 500.00 feet; thence N69°00'00"E, 220.00 feet; thence N45°02'57"E, 132.11 feet; thence S52°48'06"E, 249.44 feet; thence S60°51'29"E, 299.93 feet; thence S64°24'41"E, 278.00 feet; thence N34°09'26"E, 108.00 feet; thence N07°45'00"W, 138.69 feet to the Point of Beginning.

Said Phase I contains 2,761,162 square feet or 63.39 acres of land more or less.

Phase II Legal Description

A parcel of land being a part of Private Claim 18 and 19, East side of Fox River (E.S.F.R.), Town of Bellevue, Brown County, Wisconsin described as follows:

Commencing of the Southeast corner of said Private claim 18; thence N65°07'34"W along the south line of said Private Claim 18, 1,267.15 feet to the Point of Beginning; thence N24°52'26"E, 58.63 feet; thence N50°13'16"W, 200.48 feet; thence N58°37'44"W, 235.03 feet; thence N52°41'24"W, 270.25 feet; thence N35°17'31"W, 152.81 feet; thence S81°05'39"W, 264.10 feet; thence S11°24'30"E, 74.46 feet; thence S42°52'03"E, 258.81 feet; thence S26°49'41"W, 110.54 feet; thence S52°42'06"E, 249.44 feet; thence S60°51'29"E, 299.93 feet; thence S64°24'41"E, 278.00 feet; thence N34°09'26"E, 108.00 feet; thence N07°45'00"W, 138.69 feet to the Point of Beginning...containing 319,448 square feet or 7.33 acres of land more or less.

Phase III Legal Description

A parcel of land being a part of Private Claim 18 and 19, East side of the Fox River (E.S.F.R.), Town of Bellevue, Brown County, Wisconsin described as follows:

Commencing at the Southeast corner of said Private Claim 18; thence N65°07'34"W along the south line of said Private Claim 18, 1,267.15 feet; thence N24°52'26"E, 58.63 feet; thence N50°13'16"W, 200.48 feet; thence N58°37'44"W, 235.03 feet; thence N52°41'24"W, 270.25 feet; thence N35°17'31"W, 152.81 feet; thence S81°05'39"W, 264.10 feet to the Point of Beginning; thence N04°44'42"W, 241.07 feet; thence N66°00'57"W, 127.77 feet; thence S66°00'00"W, 200.00 feet; thence N77°00'00"W, 280.00 feet; thence S81°00'00"W, 180.00 feet; thence S32°00'00"W, 270.00 feet; thence S08°00'00"W, 160.00 feet; thence S12°00'00"E, 295.00 feet; thence S60°00'00"E, 250.00 feet; thence N87°30'00"E, 500.00 feet; thence N69°00'00"E, 220.00 feet; thence N45°02'57"E, 132.11 feet; thence N26°49'41"E, 110.54 feet; thence N42°52'03"W, 258.81 feet; thence N11°24'30"W, 74.46 feet the Point of Beginning.

Said parcel contains 730,373 square feet or 16.77 acres of land more or less.

Said parcels are subject to all exceptions, reservations, restrictions, conditions and easements contained in prior conveyances of record.

2.6 Development Plan. The Condominium includes residential buildings, 2 tennis courts, a maintenance building, a golf course, a club house with an indoor pool and a single office Unit; said office Unit will be the only non-residential Unit in the development. ~~Each residential building will contain no more than six Units. A total of~~ 125 Units will be included in all Phases of the Condominium. There will be an entrance area from Allouez Ave for all phases of the condominium. All improvements, buildings and other improvements within the Condominium are more fully depicted on the Condominium Plat, as amended.

Each phase was developed on the following described parcels of land, any part of which were not subjected to the provisions of the original Declaration until that descrip-

tion of said property was contained in Section 2.5 by amendment to the original Declaration.

2.7 Unit Ownership Formula. The present ownership interest and voting rights formula shall be a $1/125$ (approximately .8 percent) interest for each Unit and Contemplated Unit. The formula for determining each Member's ownership interest in the common elements and voting rights shall be as follows: The numerator shall be the number of Units owned by the Member, and the denominator shall be the total number of Units and Contemplated Units at a particular time, as set forth in the Declaration, subject to amendment.

3. Description and Location of Buildings.

3.1 Construction and Location of Buildings. The buildings to be located on Phases I, II & III will be one or two stories in height, as shown on the plans, and will be constructed of brick and maintenance free siding. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The Units are more fully described in the building and floor plans contained in the condominium plat annexed hereto and made a part hereof as Addendum A.

3.2 Boundaries of Units. The outer boundaries of each Unit are the interior surfaces of the perimeter walls, floors, and ceilings, including the window frames, doors, and door frames of the Unit.

3.3 Alteration of Plans. Declarant reserves the right to change the lay-out and dimensions of the buildings and Units as shown on the condominium plat and floor plans attached hereto and filed in connection herewith; provided, that such changes shall not substantially alter the nature and quality of the buildings and units. The Declarant shall have the further right to amend this Declaration at its sole discretion for the purpose

of recording a plat or survey depicting the lay-out, location, Unit numbers and dimensions of the buildings and Units as finally located and erected.

4. Number and Identification of Units.

4.1 Number. When the project is completed, there shall be a maximum total of 125 Units in Phases I, II and III.

4.2 Identification. A Unit is that part of a building intended for individual lodging purposes (with the exception of the single office Unit described in paragraph 2.6), comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, as said boundaries are shown on the building and floor plans contained in the plat, together with all fixtures and improvements therein contained.

The Units are designated by identifying numbers, and their location, approximate area, number of rooms, limited common elements to which the units have access and further details identifying and outlining the units are as set forth in the plat and described and explained hereunder.

5. Common Elements and Facilities. The common elements and facilities shall consist of all River Pines Condominium improvements and appurtenances except the individual Units as defined hereunder, including without limitation, the land on which the building or buildings are located, bearing walls, floors, and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit), roofs, foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams, supports, structural parts of the building, the walks not connected to the driveway of a Unit, parking spaces, landscaping, the clubhouse, tennis courts and golf course.

Each Unit Owner shall have a valid and exclusive easement to the space between the interior and exterior walls for the purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like where space between the walls may be necessary for such uses; provided first, that the Unit Owner shall do nothing to impair the structural integrity of the building or the sound-proofing of the commons walls between the units; and, second, that the commons areas and facilities must be restored to their former condition by the Unit Owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners (hereinafter described) for installation, maintenance, and repair of common utility services in and on any part of the common areas or Units.

6. Limited Common Elements.

6.1 Limited Common Elements - Type I. A portion of the common elements and facilities are designated on the Plat as "Limited Common Elements - Type I". Such Type I Limited Common Elements shall consist of all driveways and sidewalks adjacent to and having direct access to the Units to which they are appurtenant. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant as shown on the Plat.

6.2 Limited Common Elements - Type II. A portion of the common elements and facilities are designated as "Limited Common Elements - Type II". Such Type II Limited Common Elements shall consist of the area immediately behind each Unit as shown on the Plat including all patios and solariums having direct access to the Units to which they are appurtenant. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant.

7. Use. With the exception of the single office Unit described in paragraph 2.6, each Unit shall be used for residential purposes only, shall not be occupied by more than two unrelated persons and no trade or business of any kind that involves on-site sales or visitation by third parties on more than an occasional basis may be carried on therein, except that the lease of a Unit by the Unit Owner shall not for this purpose be considered to be a trade or business. The manner and use of the Units and common and limited common elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall decorate, landscape or adorn any limited common elements, or permit such in any manner contrary to such Bylaws, rules and regulations.

8. Percentage of Ownership in Common Elements and Facilities. Each Unit Owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and the limited common elements for all purposes incidental to the use and occupancy of his or her Unit as a residence and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements appertaining to each Unit and its owner shall be, fractionally one over the total Units and contemplated in the project, subject to expansion as heretofore set forth.

In the event Declarant exercises the right to expand this condominium development in accordance with Section 2.4, the percentage of such undivided interest in the common elements and facilities and limited common elements appertaining to each Unit or Contemplated Unit and its owner shall be as described in Section 2.7, Unit Ownership Formula.

9. Registered Agent of Service of Process. The current registered agent for service of process shall be Joseph H. Neuser, President of River Pines Condominium Association, Inc., 1500 River Pines Drive, Green Bay, Wisconsin 54311. Change of agent of service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Wisconsin Secretary of State.

10. Association of Unit Owners. All Unit Owners shall be a member of the Association to be known as RIVER PINES OWNER'S ASSOCIATION, INC. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association will be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulation of the Association.

10.1 Voting Rights. Each Unit Owner shall have one vote for each Unit Owned. If a Unit is owned by more than one person, the owners thereof are entitled collectively to only one vote. The Declarant shall have one vote for each Contemplated Unit until such time as the Contemplated Unit is sold if construction of the Unit has not commenced, in which case, the owner of the Contemplated Unit shall obtain the same voting rights as a Unit Owner.

10.2 Association Personnel. The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting,

heating, trash collection, snow removal and such other common services as may be required for each Unit.

11. Common Elements and Facilities.

11.1 Repairs and Maintenance. The Association shall be responsible for the management and control of the common elements (except with respect to solariums located on Type II Limited Common Elements) and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decoration of exteriors, maintenance and repair of patios, walks, drives, parking areas and access routes and maintenance of all grounds and landscaping.

11.2 Individual Units and Common Elements. Each Unit Owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating and painting, which may at any time be necessary to maintain the good appearance and condition of his or her Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges or other equipment which may be in, or connected to, the Unit. In addition, each Unit Owner shall be responsible for the maintenance, repair or replacement of any solarium constructed on a Type II Limited Common Element. Each Unit Owner shall keep the limited common elements appurtenant to his or her Unit as defined in Section 6 hereof

and as described in the Plat, in good order and condition and in a clean and sanitary condition.

11.3 Use of Common Elements. The use of the Common Elements shall be restricted to Unit Owners or persons authorized to reside in any Unit, and their guests. There shall be no public access to, through or upon any Common Element, including, but not limited to, the roadways, clubhouse, golf course or lakes.

11.4 Maintenance of Utilities. The Association shall be responsible for the proper maintenance and repair of any and all private sanitary disposal services (including sewer laterals to municipal hook-ups), water (including laterals to municipal hook-ups), and electric and telephone utilities. Each Unit Owner is responsible through the Association for the pro-rata cost of maintaining, pumping and repairing said utilities such that said utilities shall be kept in good working condition.

11.5 Maintenance and Operation of Sewage Systems.

11.5.1. Purpose. This article of the Declaration is included as expressly required by the Bureau of Plumbing, Division of Safety and Buildings, Wisconsin Department of Industry, Labor and Human Relations (hereafter the "Department"), for the Department's initial and continuing approval of a condominium (or other common ownership) sewerage system as required under ch. 145, and ch. H 63, Wis. Adm. Code.

11.5.2. Description. The sewerage system for this condominium is described in general terms as follows: municipal sewer system.

11.5.3. Common Elements. All pipes, water lines, storm sewers and sewer lines are common elements of the condominium.

11.5.4. Responsibility for System. The condominium association established by this Declaration under Sec. 703.15, Wis. Stats., shall have all powers necessary to operate, maintain, and replace the sewerage system in conformance with state law and shall be responsible for such operation, maintenance and replacement. Upon removal of a part or all of the property described in the Declaration and any successive form of ownership in common by two or more persons or entities of one or more living units with a shared system, the owners of such removed property shall have a legal and

financial obligation to cause the shared system to be operated and maintained by a single entity with sufficient legal powers and enforceable assessments for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation as described in s. 779.70, Wis. Stats., a lawful private sewerage district, a municipal sewerage district or a private utility district charged with the operation of a lawful private sewerage system. The Declarant has entered into a Maintenance and Emergency Services Access Agreement with the Town of Bellevue for the maintenance, repair and/or replacement of the water mains, sanitary/sewer mains, water laterals and sanitary/sewer laterals. A copy of said Agreement is attached hereto as Exhibit A.

11.5.5. Amendments. Unless the written consent of the Department is obtained, the Declaration, Bylaws of the condominium and Articles of Incorporation of the condominium Association shall not be amended in a manner to deprive the Association of the control over the sewage systems for the condominium and of the power of levy to enforce assessments for purposes of operating, maintaining or replacing the sewerage systems.

11.5.6. Enforcement. The provisions of this instrument may be enforced by any owner of property which has become subject to the Declaration and which is served by a shared sewage system and may also be enforced by the Department or county in which the property is located.

11.6 Prohibition Against Structural Changes By Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any common or limited common elements and facilities. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of the Property, or impair any easement or hereditament without the prior written consent of the Association. A Unit or Units may not be altered so as to create a single unit by joining two or more contiguous Units.

11.7 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners and with as little inconvenience to the Unit Owners as is practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

11.8 Further Prohibitions Against Use of Common Elements. No Unit Owner, except Declarant for promotional purposes related to the condominium or to the sale or rental of the Units owned by Declarant, may erect, post or display posters, signs, or advertising material on or in the common element. Patios shall not be used for storage except in storage space so designated nor for handling, shaking, or drying out laundry, carpets, rugs, or clothing.

12. Right to Purchase. The Association may bid upon the purchase of any Unit which may become the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

Such Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of accord in the name of the Association, or such nominee as it shall designate, for the benefit of all of the Unit Owners. Such Unit ownership or interest therein shall be sold or leased by the Association for the benefit of the Unit Owners. All proceeds of such sale or leasing after repayment of borrowed funds, if any, and special assessments levied for such purposes shall

be deposited in such funds as the Association establishes and may thereafter be disbursed in such time and in such manner as the Association shall determine.

13. Right of Declarant to Dispose of Units. Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract, or other form of installment sale, or by such other means of conveyance as they may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of the purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's rights to rent, for motel use, Units not sold or otherwise disposed of.

14. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of a least ninety percent (90%) of the total number of Members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.18 of Wis. Stats. shall be applicable.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet for such Unit as originally constructed and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair and reconstruction, as provided in this Section 14. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the actual costs of repair or reconstruction.

15. Insurance. The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. If the insurer itemizes the premium(s) to be paid on each Unit, the Unit Owner shall be responsible for that portion of the premium assigned to his/her unit and the balance of the premium shall be a common expense. If the premiums are not so itemized, the entire premium shall be a common expense.

In the event of partial or total destruction of a building or buildings and the determination to repair or reconstruct such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined to not reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear, in the manner provided by the Act.

If the insurance coverage is available to combine protection for the Association and the Unit Owners's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he or she directs the Board of Directors to include in such policies for his or her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his or her expense, to provide any additional insurance coverage on his or her improvements which will not duplicate any insurance provided by the Association.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements in such amount as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide worker's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

16. Liability for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the common elements and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners as well as the Units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common elements and facilities relating to each Unit, in the manner provided in the Bylaws of the Association, except the fire and broad form extended coverage insurance as more fully set forth in Paragraph 15 above.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute notice to all successors of title to Units.

17. Partition of Common Elements Prohibited. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that, if any Unit is owned by two or more co-owners as tenants in common or as joint tenants, nothing contained here shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided.

18. Conveyance to Include Interest in Common Elements and Facilities and

Limited Common Elements. The percentage of the undivided interest in the common and limited elements and facilities shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. Easements, Reservations, and Encroachments.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including right to install, lay, maintain, repair, and replace electrical lines, water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and master television antenna system wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

19.2 Encroachments. If by reason of the construction, reconstruction, settlement or shifting of any building or the design or construction of any Unit, any part of the common elements and facilities, or limited common elements, encroaches or hereafter encroaches upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established.

and shall exist for the benefit of such Unit for so long as all or any part of the building containing such Unit remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful conduct of said Unit Owner or Owners.

19.3 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding upon the undersigned, its successor and assigns, and all of the Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 19.

20. Failure of Association to Insist on Strict Performance Not Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the failure of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. Amendments to Declaration. Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and termination of the condominium-

um form of ownership, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4ths) of all votes entitled to be cast by the Unit Owners. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. Copies of the amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. Notwithstanding the foregoing provision for amendment, neither this Declaration, nor the Bylaws or rules and regulations of the Association shall be amended, modified or adopted so as to prohibit the occupancy and use of the Units on a day to day basis by an owner, guests or tenant.

22. Restrictions on Use, Occupancy and Transfer. In addition to any other limitations or restrictions set forth in the Bylaws or rules and regulations, each Unit and every Unit Owner shall be subject to the following restrictions, covenants, and conditions:

1. Any person occupying a Unit with the authority of a Unit Owner or as a lessee shall comply with all restrictions, covenants, and conditions imposed hereunder upon a Unit Owner.
2. No Unit Owner may subdivide his or her Unit nor may a Unit Owner alter two or more contiguous Units to create a larger unit.
3. No Unit Owner shall cause or permit the common elements to be used so as to deny the other Unit Owners the full use of such portion of the common elements. Entries, exits, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills, pools, and like objects. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on the property nor shall vehicles licensed as trailers, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles, boats or similar be stored, parked, or placed in the condominium other than in designated areas. Bicycles shall be placed only in those areas designated by the Association.
4. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited. Garbage containers shall be situated only in designated locations.

5. No antennas for television or aerals for radios shall be erected on any roof or any other portion of the condominium except any community antennas or cable receivers that may be erected by Declarant or the Association.

6. The Unit Owners shall not be deemed to own any supply land, waste lands, pipes, wires, conduits, or public utility lines running through the Units which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

23. Notices. All notices and other documents required to be given by this Declarant or the Bylaws of the Association shall be sufficient if given to the registered Unit Owner, regardless of the number of Unit Owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Unit Owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents, and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

24. Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope of intent of the various provisions hereof.

25. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provision hereof.

26. Homestead.

This is not homestead property.

IN WITNESS WHEREOF, the Declarant has caused this Restated Declaration to be executed at Green Bay, Wisconsin, this 30th day of October, 2002.

DECLARANT

Thomas F. Novotny
Thomas F. Novotny

Joseph H. Neuser
Joseph H. Neuser

Roger C. Wargin
Roger C. Wargin

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this 30th day of October, 2002, Thomas F. Novotny, Joseph H. Neuser and Roger C. Wargin, to me known to be the persons who executed the foregoing instrument.

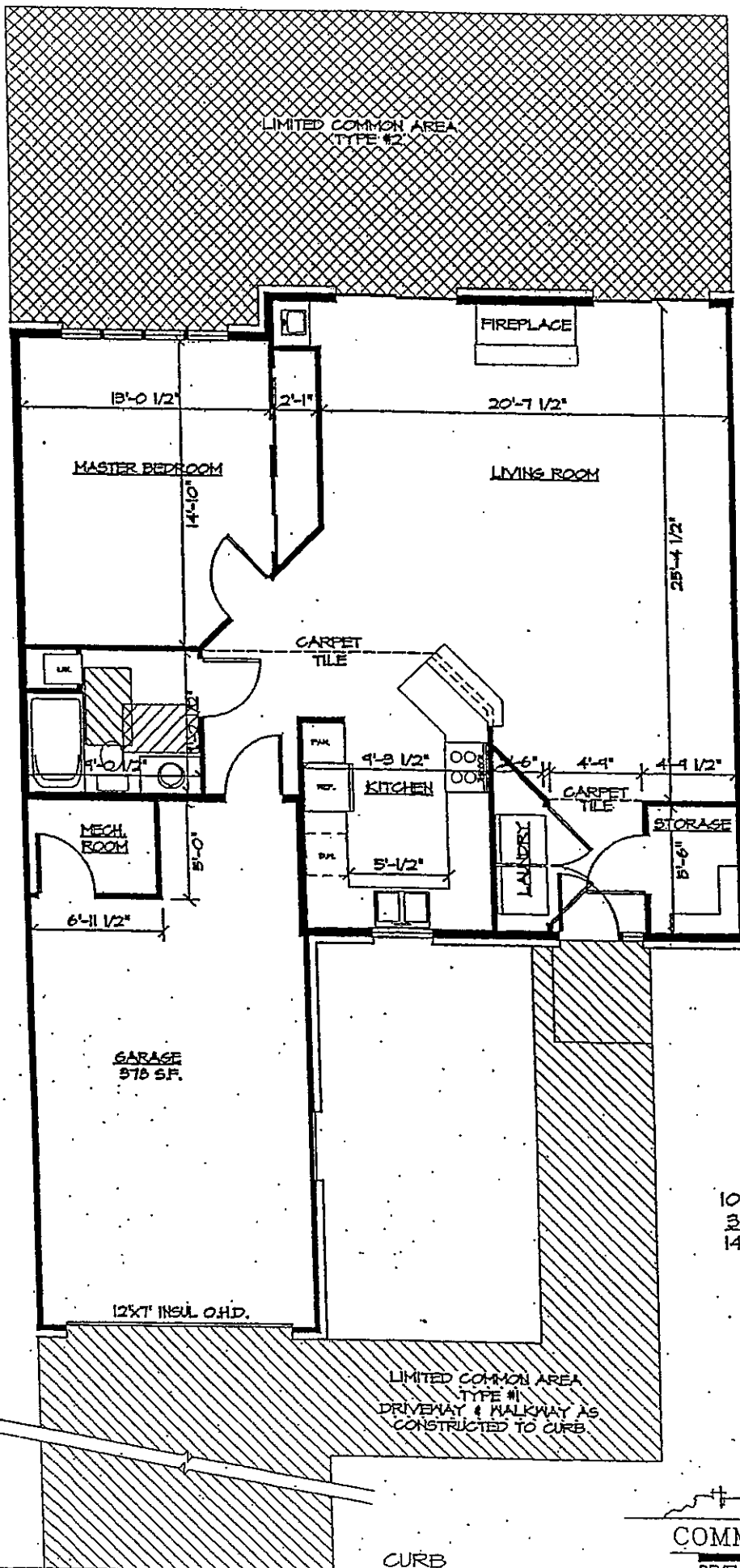
[Signature]
Notary Public, Brown County, WI
My Commission Expires: 6 permanent

THIS INSTRUMENT WAS DRAFTED BY:

Attorney William S. Woodward
HANAWAY, WEIDNER, BACHHUBER,
WOODWARD & MALONEY, S.C.
345 S. Jefferson Street
Green Bay, WI 54301
(920) 432-3381

Addendum A
to
Restated Declaration
River Pines Condominium

See attached floor plans for Unit types A-G



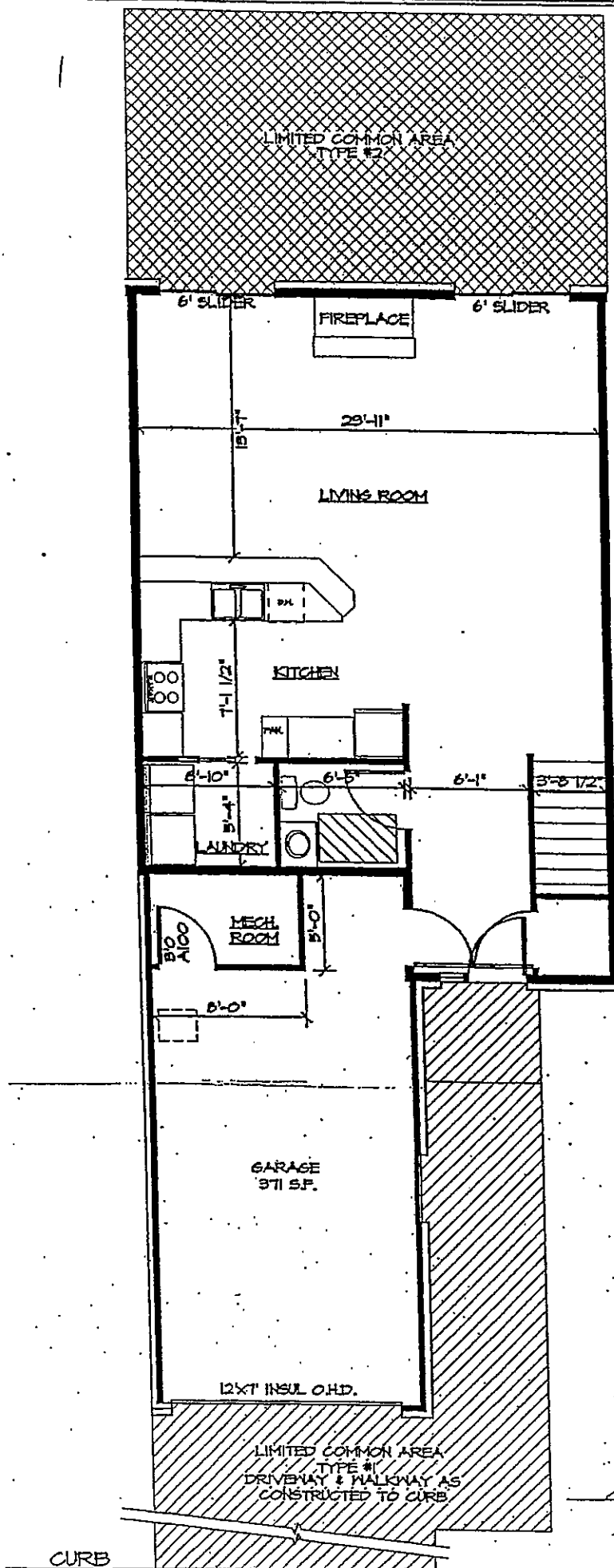
UNIT "A"

SCALE: 1/8" = 1'-0"

1044 SQ. FT. 1ST FLOOR AREA
 384 SQ. FT. GARAGE AREA
 1428 SQ. FT. TOTAL AREA

COMMERCIAL HORIZONS, INC.

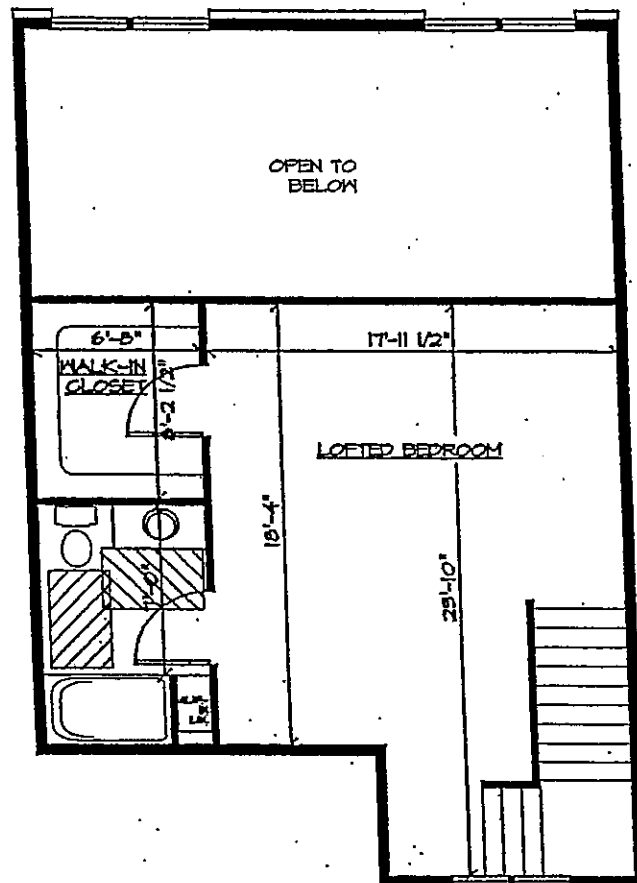
DEVELOPMENT • PROPERTY • MANAGEMENT • BROKERAGE



UNIT "B"

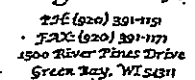
SCALE: 1/8" = 1'-0"

766 SQ. FT. 1ST FLOOR AREA
 370 SQ. FT. GARAGE AREA
 501 SQ. FT. 2ND FLOOR AREA
 1637 SQ. FT. TOTAL AREA

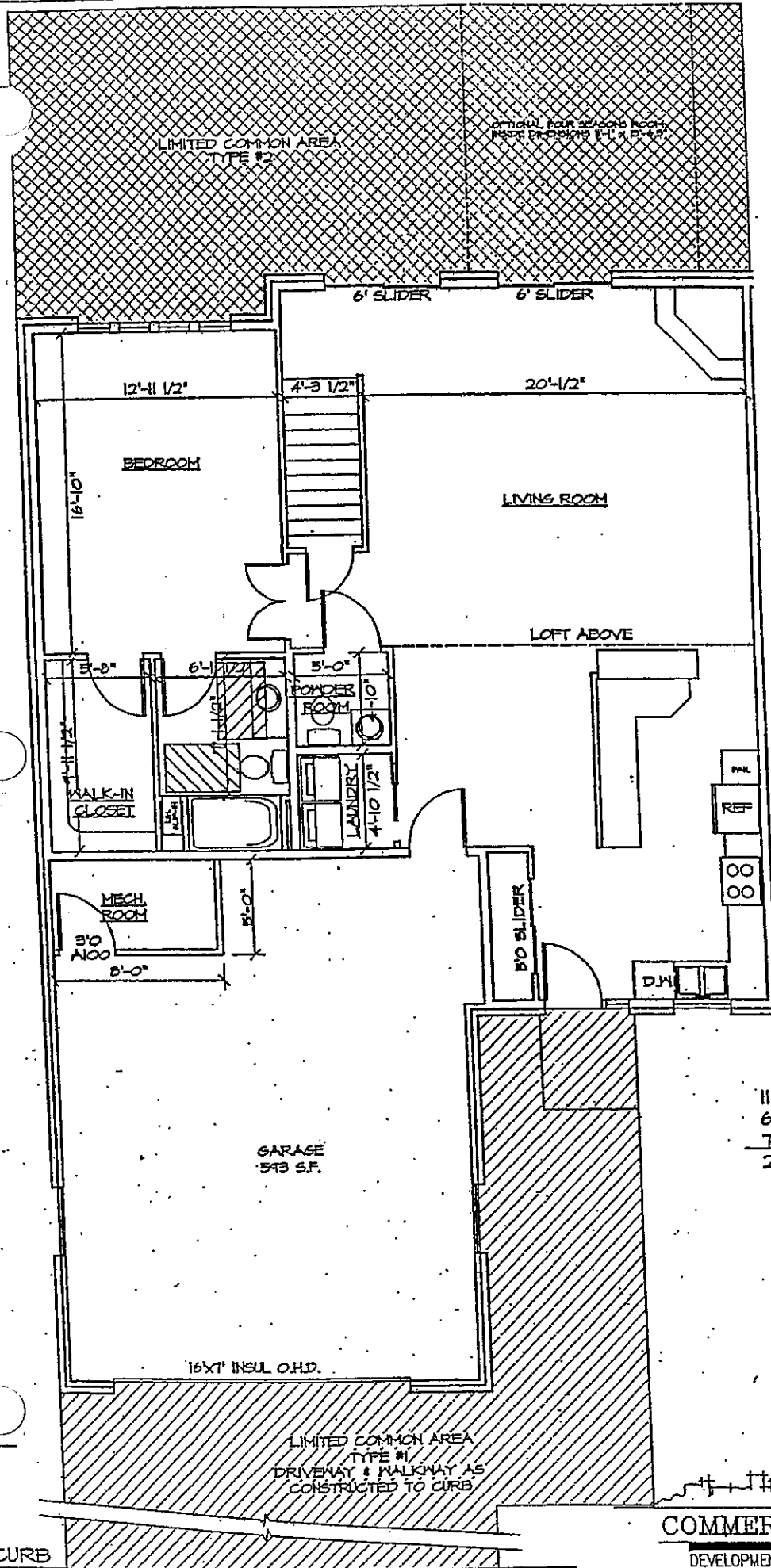


UNIT "B"
2ND FLOOR PLAN

SCALE: 1/8"=1'-0"



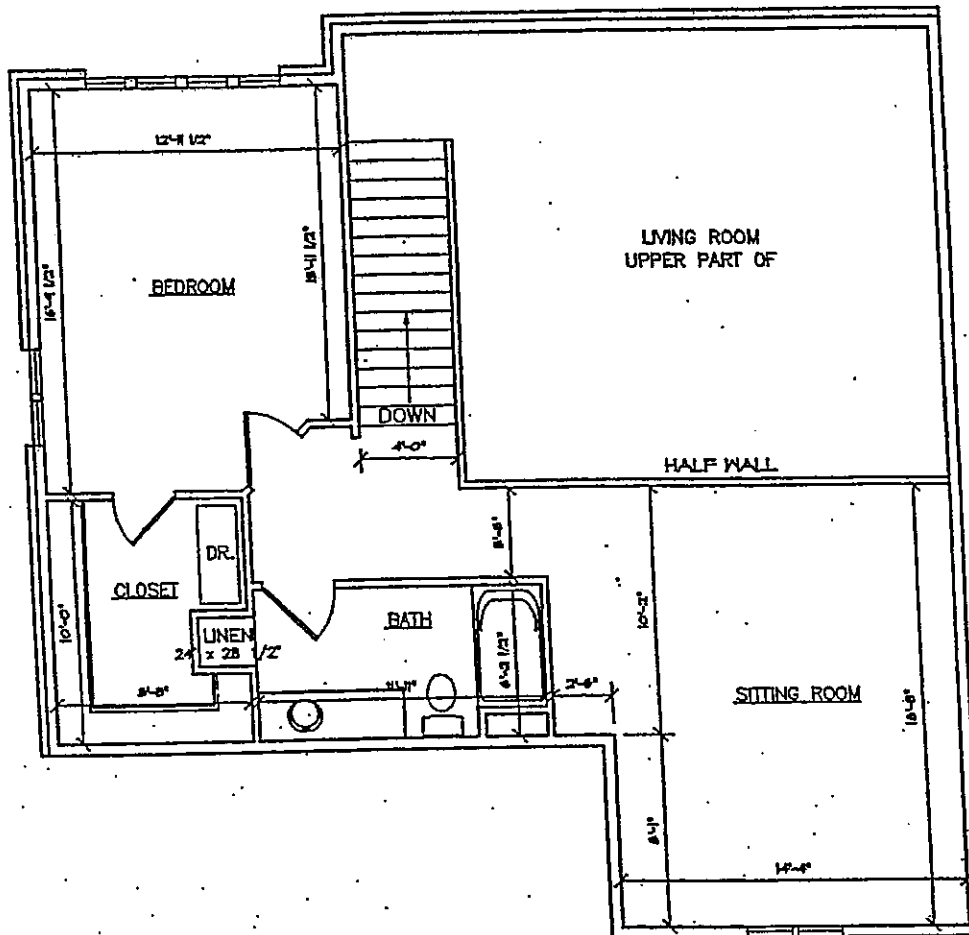
LIMITED COMMON AREA, TYPE #1
DRIVEWAY & WALKWAY AS
CONSTRUCTED TO CURB



COMMERCIAL HORIZONS, INC.

DEVELOPMENT • PROPERTY • MANAGEMENT • BROKERAGE

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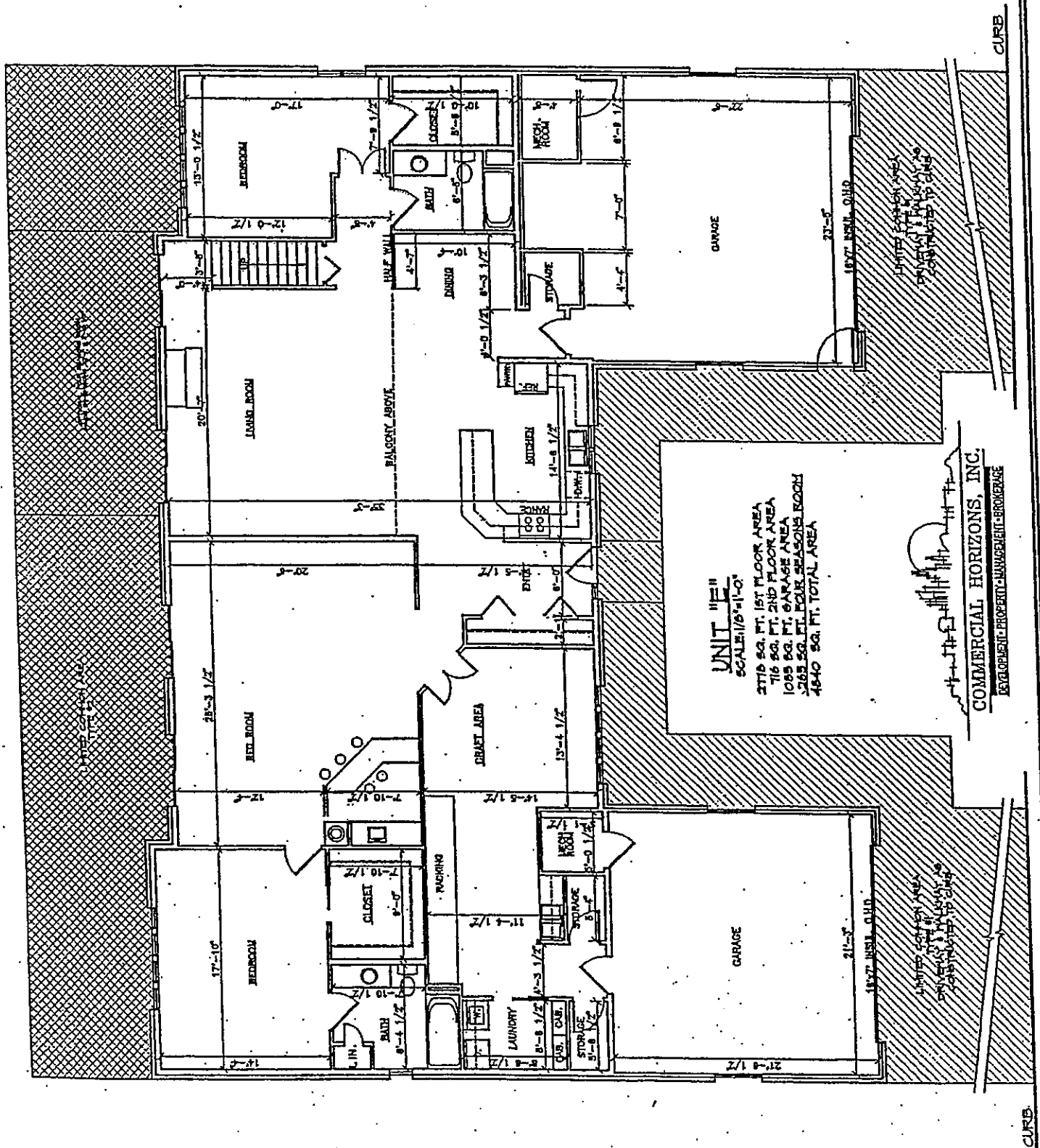


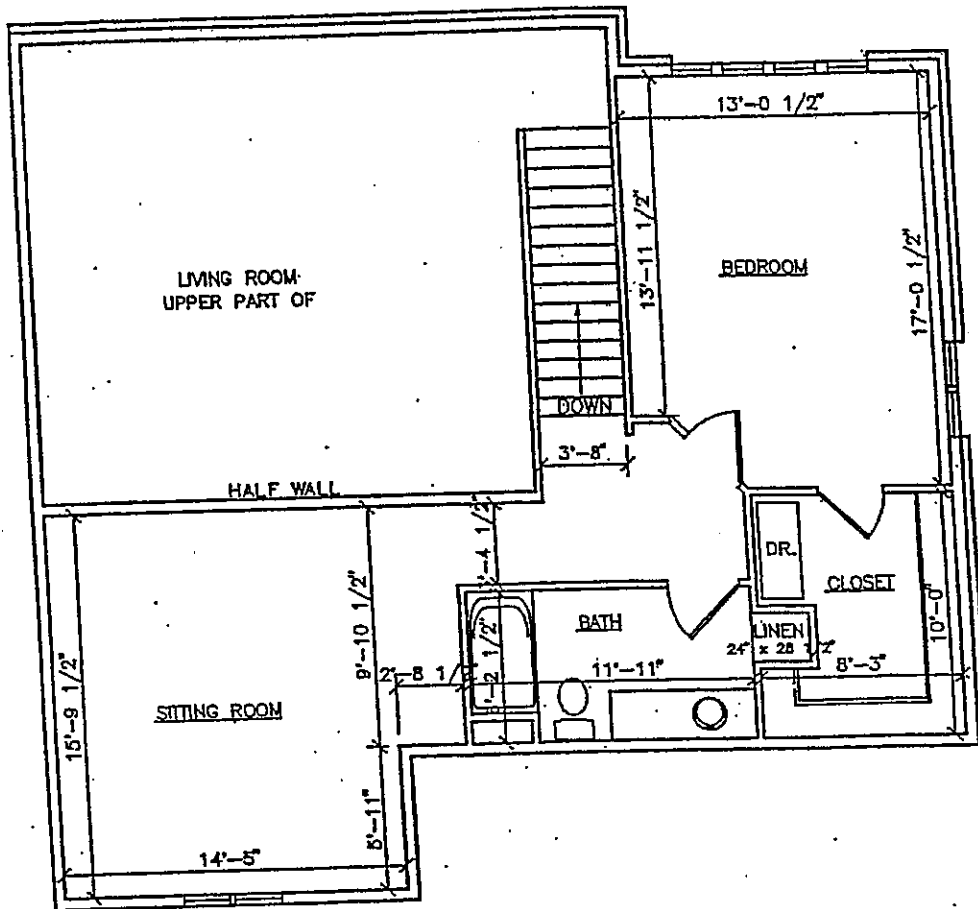
UNIT "D"
2ND FLOOR PLAN

SCALE: 1/8"=1'-0"

COMMERCIAL HORIZONS, INC.

DEVELOPMENT • PROPERTY • MANAGEMENT • BROKERAGE





"E" UNIT

SECOND FLOOR

COMMERCIAL HORIZONS, INC.

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LIMITED COMMON AREA TYPE #2

FOUR SEASONS ROOM

CONCRETE PATIO

14'-0"

18'-0"

19'-5 1/2"

LIVING ROOM

16'-0"

DEN

MASTER BEDROOM

MASTER BATH

MASTER W.I.C.

DINING ROOM

CATHEDRAL CEILING

W.I.C.

BATH

AUNDRY

KITCHEN

20'-1"

ENTRY

MECHANICAL ROOM

FOYER

BEDROOM

STORAGE

GARAGE

ATTIC STORAGE

LIMITED COMMON AREA TYPE #1 DRIVEWAY & WALKWAY AS CONSTRUCTED TO CURB

MARCH 2002 STANDARD

"F" UNIT

LEFT HAND
SCALE: 1/8" = 1'-0"

UNIT INFORMATION:

TOTAL WALL FOOTAGE 241'-9"

LIVING AREA: 2,126

GARAGE AREA: 665

MECHANICAL ROOM: 52

TOTAL AREA: 2843'

RIVER RINES

Management, LLC

276 (620) 391-1157
5225 (620) 391-1171
1500 River Trails Drive
Green Bay, WI 53011

MAINTENANCE AND EMERGENCY SERVICES ACCESS AGREEMENT

THIS AGREEMENT, entered this 11th day of May, 1995, by and between THOMAS NOVOTNY, JOSEPH NEUSER and ROGER WARGIN, hereinafter referred to collectively as "RIVER PINES", and the TOWN OF BELLEVUE and BELLEVUE SANITARY DISTRICT NO. 1, a Wisconsin municipal corporation, hereinafter referred to collectively as "BELLEVUE".

W I T N E S S E T H

WHEREAS, THOMAS NOVOTNY, JOSEPH NEUSER and ROGER WARGIN represent and warrant that they are the only owners, as tenants in common, of certain real estate located in the Town of Bellevue, Brown County, Wisconsin, more fully described as follows:

All that part of Private Claim Seventeen (17), East side of Fox River, bounded and described as follows:

Commencing at a point where the south line of said claim intersects the East or Devil River; thence Easterly on the South line of said claim thirty-four (34) chains and fifty (50) links to the west bank of a slough; thence northerly along the line of said slough to the east and west center line of said Private Claim being the center line of the public highway known as County Trunk "O", thence westerly on the center line of said public highway to the East or Devil River; and thence southerly along the East or Devil River to the place of beginning, excepting therefrom that part thereof described in Jacket 22191 Records, Image 49 and further excepting any parts used for highway or road purposes, in the Town of Bellevue, Brown County, Wisconsin;

AND

All that part of Private Claim Eighteen (18), East side of Fox River, lying East of the East or Devil River and West of County Trunk Highway "XX" (Bellevue Street), excepting therefrom that part thereof described in Jacket 22191 Records, Image 49, in the Town of Bellevue, Brown County, Wisconsin.

Said real estate having been purchased by RIVER PINES for purposes of constructing a residential development containing approximately One Hundred Eighty (180) townhouses and various amenities,

including an 18 hole golf course; and

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WHEREAS, it is contemplated by RIVER PINES, that all roadways and driveways constructed upon the subject premises shall remain private drives; and

WHEREAS, BELLEVUE provides sanitary sewer, water and emergency services to certain of its residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the aforementioned parties hereby agree as follows:

1. RIVER PINES hereby grants onto BELLEVUE a right to provide emergency services to the subject premises as well as the right to service, repair, maintain and inspect the sanitary sewer and water services furnished to the subject premises. RIVER PINES further grants to BELLEVUE unlimited access to the subject premises for purposes of servicing, maintaining, repairing and inspecting sanitary sewers, water mains, fire hydrants and related fixtures used to provide said services by BELLEVUE to the subject premises and the tenants residing thereon.
2. The owners of the subject premises do hereby transfer to the Town of Bellevue ownership of all of water mains, sanitary/sewer mains, water laterals and sanitary/sewer laterals up to and including the curb box servicing the demised premises and needed for purposes of furnishing sewer and water services to the subject premises. The Town of Bellevue expressly accepts responsibility for the service and repair maintenance of said water mains, sanitary sewer mains,

water laterals and sanitary sewer laterals referenced in this paragraph.

3. This Agreement shall remain in effect until discontinued by mutual written agreement of the parties.
4. The parties further agree that this Agreement shall be recorded at the Brown County Register of Deeds' office for the purposes of providing notice to any subsequent transferee of the subject premises regarding the contents contained herein.

BELLEVUE SANITARY DISTRICT NO. 1

Dean Reich
Dean Reich, President

Janice Peltier
Janice Peltier, Secretary

TOWN OF BELLEVUE

Dean Reich
Dean Reich, Town Chairman

Janice Peltier
Janice Peltier, Town Clerk

COPY

RIVER PINES

Thomas Novotny
Thomas Novotny

Joseph Neuser
Joseph Neuser

Roger Wargin
Roger Wargin

Drafted by:

Kenneth G. Calewarts
P.O. Box 488
Green Bay, WI 54305-0488
State Bar No. 1005965

ACCESS AGREEMENT

THIS AGREEMENT, entered into this 15 day of OCTOBER, 1996 by and between RIVER PINES OWNER'S ASSOCIATION, INC. (the "Association"), a Wisconsin non-profit corporation, and the TOWN OF BELLEVUE ("Bellevue"), a Wisconsin municipal corporation.

WITNESSETH

WHEREAS, the Association is an association of unit owners of River Pines Condominium ("River Pines") located in the Town of Bellevue, Wisconsin; and

WHEREAS, all roadways and driveways constructed within River Pines are private drives; and

WHEREAS, the Town of Bellevue provides recycling collection services to its residents; and

WHEREAS, the Association desires, and Bellevue has consented to collect recyclables from within River Pines which will require Bellevue to cross over and upon the private roadways of River Pines.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the aforereferenced parties hereby agree as follows:

1. Town of Bellevue Services: The Town of Bellevue shall collect recyclables from the residents of River Pines in accordance with its usual and customary practice.

2. Rights of Access: River Pines grants to the Town of Bellevue a right of access across all private roadways, driveways, sidewalks and parking lots for the purposes of collecting recyclables from the residents of River Pines.

3. Term of Agreement: The right of access described in paragraph 2 above shall remain in full force and effect for so long as the Town of Bellevue provides the services set forth in paragraph 1 above. In the event the Town or Bellevue discontinued any particular service, the right of access associated therewith shall terminate.

4. Hold Harmless: River Pines shall hold Bellevue harmless for any damage done to the private roadways, driveways, sidewalks and parking lots as a result of Bellevue's use of the same in accordance with the terms of this Agreement unless said damage is caused by the intention, willful or negligent actions of Bellevue, its agents, employees or contractors.

DATED AS OF THE DATE FIRST SHOWN ABOVE.

RIVER PINES OWNER'S ASSOCIATION, INC.

By: Joseph H. Meuser

Its: President

TOWN OF BELLEVUE

By: Salil D.

Its: Administrator