

11/06/01

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVERVIEW ESTATES SUBDIVISION

Midwest Homes of Wisconsin, Inc., a Wisconsin corporation, hereinafter referred to as the "Developer," and the owner of the premises platted as Riverview Estates Subdivision as described in Exhibit A attached hereto and made a part hereof, the plat of which has been recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin, the recording information for said Riverview Estates Subdivision being set forth in Exhibit B attached hereto and made a part hereof.

The Developer, being the owner of all of the lands described in Exhibit A, does hereby make and impose the following restrictions and protective covenants in regard to the uses to which the lots constituting said Riverview Estates Subdivision may be put and creating the Riverview Estates Homeowner's Association, Inc. (Association) in which each lot owner in Riverview Estates Subdivision shall be a member pursuant to the provisions of this instrument; and that this Declaration of Restrictions and Protective Covenants herein shall constitute covenants to run with all of the land described in Exhibit A as provided by law, and shall be binding upon all lot owners in Riverview Estates Subdivision and all persons claiming under them which Declaration of Restrictions and Protective Covenants shall be for the benefit of and limitations upon all future owners of the lots in said Riverview Estates Subdivision; this Declaration of Restrictions and Protective Covenants being designed for the purpose of keeping Riverview Estates Subdivision desirable, uniform and suitable in architectural design and use as herein specified:

A. Municipal Restrictions.

1. Developer, as used in the context of these deed restrictions, shall mean the Developer, his heirs, personal representatives, successors and assigns.
2. Electric, telephone and cable television services shall be provided by the installation of underground service lines.
3. The city has on file the Master Grading Plan for the Riverview Estates Subdivision that has been certified to be within 0.3" of required grades. The property owner is responsible to final grade his or her lot to conform to the Master Grading Plan.
4. Property owner is responsible to maintain all drainage swales, drainage easements, and ditches to the correct grades called for on the Master Grading Plan. No trees, shrubs, bushes, landscape plantings, retaining walls or structures may be constructed which will impede or block planned drainage ways without prior written approval of the City Engineer. Ditch sections for conveyance of storm water must be kept free of obstructions, weeds, and flat spots. The ditch bottoms must be lined with turf only, and no alterations in grade and/or alignment is allowed.
5. Landscape plantings, drives, sprinklers, pipes or any improvements, other than a lawn, in city right-of-way requires a permit from the city and must conform to applicable city codes and ordinances.

6. Improvements to private property environs and structures (inside and outside) must conform to applicable city codes, ordinances and permits.

7. All storm water and ground water facilities, including sump pumps, down spouts, and rain leaders must comply with applicable city codes and ordinances.

8. Erosion control is the property owner's responsibility until proper vegetative cover is established, and must conform to city ordinances. In all cases, a lawn must be established within one year of the issuance of a temporary occupancy permit.

9. A driveway approach (area within city right-of-way) is required within one year of the issuance of a temporary occupancy permit. The number of driveways and their minimum and maximum widths are controlled by city ordinance.

10. Snow removal is controlled by city ordinance and requires sidewalk clearing, if applicable, and all snow must be confined to individual property boundaries.

11. The Developer shall specify, locate and require the property owner to install uniform, photoelectric-controlled yard lights as a condition of sale of lots in the subdivision.

B. Building Restrictions.

1. Residential Use. All of the lots described herein shall be used only for single family residential purposes, except that Lots 1-14 may be used for duplex residential dwellings, and no other building shall be erected thereon other than a building designed for the use and occupancy of a single family, or two family on designated duplex lots, not to exceed two (2) stories in height, plus an attic and a private attached garage; and that only one (1) such dwelling shall be constructed on each lot.

2. Lot Restrictions. No trailer, tent, shed, barn, temporary building, outbuilding, guest house or greenhouse shall be erected on any of the lots in this subdivision. No individual lot shall, at any time, be divided for the placement of an additional structure. A single lot, together with a contiguous lot or lots, may be used as one building site.

3. Dwelling Size. The ground floor of the dwelling, exclusive of one (1) story open porches and garages, shall not be less than the following:

a. For a one (1) story single family dwelling, sixteen hundred (1,600) square feet.

b. For a single family dwelling of more than one (1) story, one thousand (1,000) square feet with a total dwelling of not less than two thousand (2,000) square feet in size.

c. For a single family, story and a half loft dwelling, one thousand (1,000) square feet with a total dwelling of not less than eighteen hundred (1,800) square feet in size.

d. For duplex dwellings, each unit shall be not less than twelve hundred (1,200) square feet in size including the ground floor.

4. Set Back Requirements. Set back lines for improvements shall be governed by City of Oak Creek codes and ordinances.

5. Underground Utilities. All electric, telephone, cable television and all other utility services shall be laid underground.

6. Building Completion. Any building constructed on any lot affected by this Declaration of Restrictions and Protective Covenants shall be completed within one (1) year after the commencement of construction. In extraordinary circumstances, an extension of time may be obtained from the Architectural Control Committee. All structures, other than those constructed of ornamental masonry, brick or other finished surface, shall be painted with at least one (1) coat of paint.

7. Driveways and Approaches. All driveways shall be paved with concrete or asphalt within one (1) year of the issuance of a temporary occupancy permit. The number of driveways and their minimum and maximum widths are controlled by ordinances by the City of Oak Creek. A driveway approach (area within the city right-of-way) in accord with the provisions of Chapter 6 of the Oak Creek Municipal Code shall be installed within one (1) year after the issuance of a temporary occupancy permit. A permit from the City Engineer is required for this construction.

8. Walls and Fences. A city permit is required to install these structures. No boundary wall/fence shall be constructed with a height of more than five (5) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four (4) feet. No wall/fence of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. The heights or elevations of any wall/fence shall be measured from the existing elevations of the property at or along the applicable points or lines.

9. Photoelectric Controlled Lamp Post Yard Lights. Each owner shall purchase and install a photoelectric controlled yard light. This light shall be a lamp post type located no further than approximately ten (10) feet from any front lot line and paved driveway.

10. Basement Use. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for such dwelling.

11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises except as follows:

a. An owner of any lot in the subdivision may keep and maintain "household pets" which are defined as parakeets, canaries, dogs or cats only, and no owner of any lot in the subdivision may maintain or keep more than two (2) such household pets on the premises.

b. No household pet shall be tied up outside the dwelling of a lot owner for more than one (1) hour without the owner being physically present with said household pet.

12. Nuisances. No obnoxious or offensive activity, including barking animals, shall be conducted on any lot in the subdivision nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the subdivision. No junk cars or vehicles or outdoor storage of materials or garbage, trash or refuse disposal shall be permitted on any lot in the subdivision. No owner or other occupant of any lot in the subdivision shall repair or restore any vehicle of any kind on any lot, except within an enclosed garage or workshop.

13. Parking Restrictions. No truck with over a one (1) ton load carrying capacity or over twenty (20) feet in length may be parked on any lot or stored on any lot in any manner, including in any garage. Any truck with less than a one (1) ton load carrying capacity or less than twenty (20) feet in length as well as travel trailers, campers and boats may be parked on a lot in the subdivision, but not for more than forty-eight (48) hours in any calendar month without being removed to a location outside of the subdivision which are subject to this Declaration of Restrictions and Protective Covenants; except that such vehicles may be stored in a garage on the lot of the owner. This restriction does not affect trucks or other vehicles which may be engaged in construction or remodeling the dwelling on any lot or for installing site improvements. Further, no mobile home shall be parked outside on any lot in the subdivision at any time.

14. Signs. No sign of any kind shall be displayed in public view except:

- a. Signs used by a builder to advertise property during construction.
- b. Signs of the Developer for sale of lots.
- c. One (1) sign of not more than eight (8) square feet may be used by an owner to advertise the lot and structure for sale.
- d. Signs of a political nature supporting candidates for public office or referendum issues may be installed of not more than six (6) square feet each and may remain posted for not more than six (6) weeks.

15. Commercial Activities. All commercial activities of any kind or description are prohibited on any of the lots in the subdivision except that an owner may conduct a rummage sale of the owner's own tangible personal property or the tangible personal property of other owners in the subdivision once a year only.

16. Number of Buildings. No buildings shall be located on a lot except a dwelling with an attached garage. An owner may install on any lot a playhouse for children of not more than five hundred (500) square feet in size as long as that dwelling is maintained and has an esthetically appealing appearance. The Architectural Control Committee shall have the right to authorize another structure, in its sole discretion, with such restrictions and conditions as it may deem appropriate.

17. Relocation of Buildings. No building may be moved upon any lot in the subdivision without the approval of the Architectural Control Committee. Such approval must be obtained prior to the time such building is moved onto a public highway with the intended relocation on any lot in the above subdivision.

18. Enforcement. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the protective covenants herein contained either to restrain any such violation or to recover damages therefore. Invalidity of any of these protective covenants pursuant to legal proceedings shall not affect any of the other provisions which shall remain in full force and effect.

C. Approval of Plans. The Developer or Architectural Control Committee, hereinafter designated, shall reserve the right to approve buildings, structures, and other improvements placed on each lot for the purpose of ensuring development of the subdivision as an area of high standards. In addition, the Developer or Architectural Control Committee shall have the right to make exceptions to these restrictions when deemed necessary and proper in order to promote subdivision conformity and harmony.

1. Architectural Control Committee. The Developer, its successors or assigns shall have the right to appoint, substitute and/or remove the members of the Architectural Control Committee. Home foundation grade for each lot shall be established by the City Engineer and no building shall be constructed which is in violation of the established grade height. The Architectural Control Committee is composed of Thomas G. Mark, Howard W. Hill and William G. Markee. In the event of death or resignation or removal of any member of the Committee, the Developer shall have full authority to designate a successor until such time as said Committee ceases to exist. The Committee shall not be liable for actions taken or decisions made in good faith.

2. Owner Obligations. The owner of each lot, by acceptance of title thereto, covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans, specifications, and plot plan showing the location, existing and proposed grades of same, are approved in writing by the Architectural Control Committee. In addition, owners must obtain a construction permit, when required, from the City of Oak Creek before commencing such construction. Architectural Control Committee approval shall be based upon, but not restricted to, the following considerations:

- a. External design and esthetics.
- b. Avoidance of repeat elevations.
- c. Quality of construction materials.
- d. Proposed location of improvements in relation to setbacks, topography of lot, finish grade elevation, drainage patterns and swales.

3. When Approval of Plans Not Required. If no Architectural Control Committee exists or if the Architectural Control Committee shall fail to approve or disapprove the plans and specifications within 60 days after written request, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

D. Utility Easements. Utility easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property. These easements are shown upon the plat of Riverview Estates Subdivision, as recorded in the public records of Milwaukee County, Wisconsin. Prior to acceptance of all improvements by the City of Oak Creek, Developer reserves the right to grant public utility easements for utility purposes over, upon, under or across all lots in this subdivision, whether owned by the developer or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within approximately twenty (20) feet of all lot lines and be granted on standard utility forms.

1. Maintenance of Easements. The lot owners of all lots upon which easements, culverts, or drainage swales are located are responsible for cleaning and maintaining the easement for it's intended purpose. Ditch sections for conveyance of storm water must be kept free of obstructions, weeds, and flat spots. The ditch bottoms must be lined with turf only, and no alterations in grade and/or alignment is allowed. Drainage swales shall not be manipulated or altered in any way so as to impede, divert, or restrict the flow of water from it's intended path as determined by the Master Grading Plan.

2. Repair of Easements. Lot owners shall be responsible for the restoration or repair of any damage caused to an easement or swale area by a utility company, city of Oak Creek, or the Developer during construction/repair operations include, but are not limited to:

- a. Sanitary sewers.
- b. Storm sewers.
- c. Water mains/laterals.
- d. Electric installations.
- e. Natural gas installations.

- f. Cable television installations.
- g. Telephone installations.
- h. Curbs and sidewalks.
- i. Drainage ditches, swales, and easements.

3. Damage Claims. All claims for damages, if any, arising out of the construction, maintenance and repair of improvements in utility easements or on account of inconveniences caused thereby, against the Developer, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners.

E. Lot Grades. Master subdivision grading/surface drainage, erosion control, and home grade plans were prepared by the Developer and accepted by the City Engineer. Copies of these plans are available for lot owners' examination in the office of the Developer, and in the office of the City of Oak Creek Engineer and Building Inspector. They designate the manner in which each lot shall be finish graded and drained in relation to all other lots in Riverview Estates Subdivision.

1. Setting of Home Grade Elevation. The grade elevation of a home to be constructed on a lot shall be obtained from the City Engineer and included with the building permit issued by the Building Inspector. Construction of the home shall comply with the city approved grade elevation. No deviation there from shall be permitted without the City's Engineer's approval.

2. Filling in and Removing. The elevation or grading of a lot shall not be changed, nor may rock, gravel, or clay be excavated or removed from any property for any purpose without the prior approval of the Architectural Control Committee. The Developer shall have the right to use any dirt removed or excavated.

3. Developer Grading Responsibilities. The Developer shall be responsible for the maintenance of all lot grades to provide drainage during the time of subdivision development and prior to the sale of an individual lot.

4. Owner Grading Responsibilities. Homeowners are responsible for grading their lot in conformance with a Master Grading/Drainage Plan and the grades shown on their individual lot survey. Owners shall, within one (1) year of the issuance of a temporary occupancy permit, provide the Oak Creek City Engineer with verification from a registered land surveyor or engineer, that their lot is properly graded and conforms with the drainage plan. From that time forward, nothing shall be done which will alter the plan, or impede, or obstruct the flow of surface drainage water.

REEL 5199

IMAGE 4696

F. Lot Erosion Control. The Developer has installed silt fences (or other erosion control devices such as hay bales) at various locations within the subdivision as required by the approved erosion control plan, or as ordered by the City of Oak Creek. Owners are required to maintain these erosion control devices until such time as turf cover is restored in all disturbed areas. Any additional erosion control measures ordered by the city after owner occupancy shall be at the expense of the owner. The City of Oak Creek shall have the right to cause such work to be done, at owner's expense, if the owner fails to comply with erosion control orders within forty-eight (48) hours. Failure by an owner to pay for city ordered erosion control work shall result in a special assessment on the owner's tax bill.

G. Homeowner's Association. Developer hereby establishes an incorporated Homeowner's Association known as Riverview Estates Homeowner's Association, Inc. (Association) for the purposes set forth in subparagraph 2, below, including maintaining all storm water detention facilities for the common benefit of all of the owners, said storm water detention facilities described in Exhibit C attached hereto and made a part hereof. Each owner, upon purchase of a lot in the subdivision and acceptance of the deed therefore, shall be a member of the Association. Membership in the Association shall pass to successive owners of each lot as part of the sale of each lot and the transfer of title.

1. Organization. The Association shall be governed by a Board of Directors who shall consist of the members of the Architectural Control Committee until such time as the Developer sells and conveys ninety-five percent (95%) of all subsequent lots to the owners in Riverview Estates Subdivision and when expanded as provided in subparagraph 6, below, to owners of Riverview Estates Subdivision First Addition. When ninety-five percent (95%) of the subdivision lots are sold, the Developer shall appoint the initial three (3) members to the Board of Directors from the lot owners pursuant to the provisions of the Bylaws of the Association. Thereafter, the Board of Directors shall be elected in accordance with the Bylaws of the Association.

2. Purpose of Association. The Association shall have the following duties as the representative of the owners of the lots in the subdivision:

- a. To represent subdivision lot owners in regard to any action taken by a governmental body which may affect lot owners in the subdivision.
- b. Establish rules and regulations for the operation of the Association in accordance with the Bylaws.
- c. Plan and implement common events and social activities for the benefit of subdivision owners as the Association may determine.
- d. Such other purposes as the Association may deem appropriate as a common project, activity or expense for the benefit of the lot owners in the subdivision.

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e. The maintenance, repair and replacement of improvements for all water detention facilities owned by the Association as described in Exhibit C.

3. Assessments. The Association shall levy and collect assessments in accordance with the following:

a. Each lot in the subdivision shall be subject to an annual assessment for the purpose of paying the costs incurred by the Association in performing its duties and discharging its obligations.

b. Costs covered by the assessment shall include, but not be limited to, payment of taxes, if any, insurance, repair, replacement or additions to water detention facilities as described in Exhibit C, cost of labor, materials, administration, supervision and management thereof. All costs the Association reasonably incurred in conducting its affairs and enforcing the provisions of this section shall also be covered by this assessment.

c. Assessments shall be approved at a duly convened meeting of the Board of Directors of the Association.

d. Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice.

e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent owner of the lot against which the assessment was made.

f. The Association may record a document with the Register of Deeds in Milwaukee County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected lot owner.

g. Upon application by any lot owner, any member of the Board of Directors of the Association may, without calling a meeting of the Board of Directors of the Association, provide to such lot owner a statement in recordable form certifying (i) that the signer is a duly elected or appointed member of the Board of Directors; and (ii) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

h. Any lien for assessment may be foreclosed by a suit brought by the Association in a like manner as the foreclosure of a mortgage on real property.

4. Board of Director Liability. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Association. The Association shall indemnify and hold the members of the Board of Directors of the Association harmless from and against any and all costs or expenses, including reasonable attorney fees, in connection with any suit or other action relating to the performance of their duties hereunder.

5. Association's Failure to Enforce. Failure of the Association to enforce any provision contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

6. Expansion of Members. The membership of the Association shall be expanded to include all lot owners in Riverview Estates Subdivision's First Addition in lands located in Outlot 4 and other lands lying North of Riverview Estates Subdivision. Such members shall be deemed members of the Association at the time the final plat of Riverview Estates First Addition is finally approved by the City of Oak Creek, Milwaukee County, Wisconsin and the plat thereof is duly recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin. At the same time, the Association shall assume responsibility for maintenance, repair and replacement of improvements for all water detention facilities in the Riverview Estates Subdivision First Addition, which have been conveyed by the Developer to the Association for that purpose. The Declaration of Restrictions and Protective Covenants for Riverview Estates Subdivision First Addition shall reflect the inclusion of its lot owners as members of the Association in the same manner as provided in this Declaration.

H. Landscaping. Each lot shall contain at least four (4) shade trees of which at least two (2) shall be in the front yard. These shade trees, at the time of planting, shall have a diameter of at least one and one-half (1 1/2) inches at a point six (6) inches above ground level. In the event a tree dies, another shade tree is to be planted within six (6) months. Each lot shall additionally contain a minimum of twelve (12) shrubs. No trees, shrubs bushes, landscape plantings, retaining walls or structures may be constructed which will impede or block planned drainage ways without prior written approval of the City Engineer. All landscaping and grass sodding/seeding shall be completed within one (1) year of the issuance of a temporary occupancy permit.

1. Lawn and Yard Maintenance. In addition to normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the sidewalk, lawn and yard area in front of the lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. The lot owner shall keep this area, along with the rest of his or her lawn, free of debris and noxious weeds. Trees, shrubs, and plantings shall be kept neatly trimmed.

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2. Landscaping in Accordance with the Approved Lot Grading Plan/Survey.

Owner's lot landscaping shall not alter the yard grade as shown on the Approved Master Grading Plan and the lot survey. Accordingly, the owner is responsible to maintain all drainage swales, drainage easements, and ditches to the correct grades called for on the Master Grading Plan.

3. Drainage Condition Inspection Rights.

The Developer, Builder, City of Oak Creek Engineers and Building Inspectors shall have the right to enter upon any lot, at any time, for the purpose of inspecting drainage conditions resulting from owner landscaping.

I. Enforcement of Restrictions. The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same. It shall be lawful for any subdivision lot owner, the Association or governmental body having authority over said subdivision, to prosecute such action. The judgment in any such proceedings, in addition to providing for remediation of the violation, shall provide that the party found guilty shall pay to the prosecuting party or parties their reasonable and proper attorney fees and expenses.

J. Conflicts of Covenants and Restrictions with Municipal Ordinances. In the event of any conflict between these covenants and restrictions and zoning or building ordinances or regulations of the City of Oak Creek, County of Milwaukee, or the State of Wisconsin, compliance with the more restrictive provision shall be required.

K. Amendments to Declaration. This Declaration may be changed, modified, or amended (excluding Paragraph A, above) at any time by written Declaration setting forth the change. This Declaration may not be amended to abandon the Homeowners Association, which must remain in place for perpetuity. Such amendment shall become effective if executed by the owners of at least seventy-five percent (75%) of all lots in the subdivision with all signatures notarized and upon recording in the office of the Register of Deeds for Milwaukee County, Wisconsin. Provided, however, after final plat approval and recording of Riverview Estates Subdivision First Addition, Paragraph G may not be amended without such amendment being executed by at least seventy-five percent (75%) of the owners in each Riverview Estates Subdivision and Riverview Estates Subdivision First Addition. The Developer's consent to the change shall be required as long as Developer owns any lot in the subdivision. Such consent shall be evidenced by execution of the amending Declaration by the Developer. As long as Developer owns any lot in the subdivision, Developer shall have the right, acting alone to:

1. Amend, alter, or modify these restrictions, excluding Paragraph A, above, if required by the City of Oak Creek or any other governmental agency.

2. Amend, alter, or modify these restrictions, if such proposed change is nonmaterial in character and in the best interests of the subdivision.

I. Agreement to Terms. By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and confirms in and grants to the Developer, its successors and assigns, the right of enforcement of this Declaration as aforesaid.

Personally came before me this 6th day of November, 2001, the above named individuals acting on behalf of the City of Oak Creek, a municipal corporation, as designated above, acknowledge that they are executing the foregoing instrument as such officers and on behalf of the City of Oak Creek, a municipal corporation and by its authority.

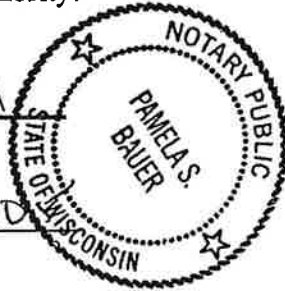
Pamela S Bauer

Notary Public

State of Wisconsin

My Commission Expires:

7/3/02



This instrument drafted by: Attorney Gary R. Yakes
Yakes, Bauer, Kindt & Phillips, S.C.
141 North Sawyer Street, P.O. Box 1338
Oshkosh, WI 54902
920-231-1500

Return to: Mr. William G. Markee
Midwest Homes of Wisconsin, Inc.
100 North Westhaven Drive
Oshkosh, WI 54904

REEL 5199

IMAGE 4/02

4/02

EXHIBIT A

Legal description for Riverview Estates Subdivision as set forth below:

That part of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 20, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, being more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter (NW 1/4) of said Section 20; thence South 89°47'10" East 45.000' along the south line of the Northwest Quarter (NW 1/4) to a point on the easterly right-of-way of 13TH STREET, and the place of beginning; thence continuing along said line South 89°47'10" East 2176.182' to a point; thence North 02°08'58" East 1492.253' to a point; thence North 89°47'10" W 2223.497' to a point on the right-of-way of 13TH STREET; thence along said right-of-way line South 00°19'57" West 709.305' to a point; thence South 89°47'10" East 485.000' to a point; thence South 00°19'57" West 445.100' to a point; thence North 89°47'10" West 485.000' to a point on the right-of-way of 13TH STREET; thence South 00°19'57" West 337.000' along said right-of-way line to the point of beginning.

Containing 3,064,971 square feet or 70.3621 Acres of land.

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EXHIBIT B

Recording information for the final plat of Riverview Estates Subdivision is set forth below:

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EXHIBIT C

The storm water detention facilities which the Developer shall transfer and convey to Riverview Estates Subdivision Homeowner's Association, Inc., are listed and described as follows:

1. Outlot 1 of Riverview Estates Subdivision as described on the final plat of said subdivision recorded as shown on Exhibit B.

2. Outlot 2 of Riverview Estates Subdivision as described on the final plat of said subdivision recorded as shown on Exhibit B.

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IMAGE

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