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STATE OF WISCONSIN
FILED
FEB 13 2008
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLES OF INCORPORATION
OF
STILL RIVER HOMEOWNERS ASSOCIATION, INC.
(A Nonstock, Nonprofit Corporation)

Executed by the undersigned for the purpose of forming a Wisconsin Corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1

The name of the Association is STILL RIVER HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2

The period of existence shall be perpetual.

ARTICLE 3

The purposes shall be as follows:

(a) To serve as an association of owners who own real estate in Still River Subdivision, a residential subdivision located in the City of Pewaukee, Waukesha County, Wisconsin, as more particularly described on the recorded plat for Still River Subdivision (such real estate being referred to herein as the "Subdivision"), subject to and in accordance with the terms and conditions set forth in the Declaration of Restrictions for Still River Subdivision and subsequent amendments such as are now or hereafter may be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (the "Declaration");

(b) To serve as a means through which the owners may provide for the maintenance, preservation and architectural control of the common elements and lots within the Subdivision and to promote the health, safety and welfare of the lot owners, all in accordance with the Declaration;

(c) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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(e) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration;

(f) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility; and

(h) To have and to exercise any and all powers, rights and privileges a Wisconsin Nonstock Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise, subject to the terms and conditions of the Declaration.

ARTICLE 4

Location of the principal office is 700 Pilgrim Parkway, Elm Grove, Wisconsin 53122.

ARTICLE 5

Name of the initial registered agent is Craig Caliendo.

ARTICLE 6

Address of the initial registered agent is 700 Pilgrim Parkway, Elm Grove, Wisconsin 53122.

ARTICLE 7

The number of Directors may be fixed by the by-laws, but shall not be less than three (3).

ARTICLE 8

The number of Directors constituting the initial Board shall be three (3), who need not be members of the Association.

ARTICLE 9

Names and addresses of the initial Directors:

Craig Caliendo
700 Pilgrim Parkway
Elm Grove, WI 53122

William R. Baesemann
700 Pilgrim Parkway
Elm Grove, WI 53122

Vaclav Homolka, Jr.
700 Pilgrim Parkway
Elm Grove, WI 53122

ARTICLE 10

MEMBERSHIP

Every Owner of a lot in the Subdivision shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each such Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner of a Lot or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights or voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Lot.

ARTICLE 11

VOTING RIGHTS

All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Developer shall be entitled to one (1) vote for each Lot owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall be deemed to have sufficient votes to amend these Articles and the By-laws for the corporation, and exercise such authority as is granted by the By-laws, until all its Lots are sold.

ARTICLE 12

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 13

The name and address of the incorporator is Craig A. Caliendo, 700 Pilgrim Parkway, Elm Grove, WI 53122

Executed in duplicate the 1st day of February, 2008.

Craig A. Caliendo

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this 1st day of February, 2008, above named Craig A. Caliendo, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires 02/12/2010

This document was drafted by:
Craig A Caliendo, Esq.
700 Pilgrim Parkway
Elm Grove, WI 53122
(262)797-3636

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BY-LAWS
OF
STILL RIVER HOMEOWNERS ASSOCIATION, INC.
(A Nonstock, Nonprofit Corporation)

ARTICLE I
NAME AND LOCATION

The name of the Association is STILL RIVER HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 700 Pilgrim Parkway, Elm Grove, WI 53122, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II
DEFINITIONS

The following terms used in these Bylaws shall have the meanings set forth below:

"Association" shall mean and refer to STILL RIVER HOMEOWNERS ASSOCIATION, INC. a corporation formed under the nonstock corporation statute, Chapter 181. Wisconsin Statutes, its successors and assigns.

"Common Elements" shall mean and refer to: (i) all land within the Subdivision other than the Lots and those areas which are dedicated and conveyed to the City of Pewaukee for public streets; and (ii) those areas of the any Lot which are subject to an easement for the benefit of all Owners of lots in the Subdivision.

"Declaration" shall mean and refer to the Declaration of Restrictions and Easements for STILL RIVER Subdivision applicable to the Subdivision, to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

"Developer" shall mean and refer to STILL RIVER DEVELOPMENT, INC., a Wisconsin limited liability company, its successors and assigns.

"Drainage Easement" shall mean those easement areas used for the purpose of constructing and maintaining a storm water drainage system, which are more particularly described and identified in the Declaration and on the Plat and or any stormwater maintenance or management agreement.

"Lot" shall mean any lot within the recorded plat for the Subdivision.

"Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Pedestrian Easement" shall mean those easement areas used for pedestrian walkways, which are more particularly described and identified in the Declaration and on the Plat.

"Screening Easement" shall mean those easement areas used for the purpose of constructing and maintaining landscaping to screen the Subdivision from public streets, which are more particularly described and identified in the Declaration and on the Plat.

"Subdivision" shall mean the land described on the plat of subdivision (the "Plat" for STILL RIVER Subdivision recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin).

ARTICLE III
MEETING OF OWNERS

3.1. ANNUAL MEETING: The annual meeting of the Owners shall be held in October of each year. The specific date, time and location of the annual meeting shall be selected by the Board of Directors. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

3.2. SPECIAL MEETING: Special meetings of the Owners may be called at any time by the Board of Directors or by the President, or upon written request of the Developer or by Owners who are entitled to vote one-fourth (1/4) of all of the votes.

3.3. PLACE OF MEETINGS: Meetings of the Lot Owners shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors,

3.4. NOTICE OF MEETINGS: Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Owners.

3.5. QUORUM: The presence of the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than

announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.6. PROXIES: At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred-eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

3.7. MAJORITY OF LOT OWNERS: As used in these By-Laws, the term "Majority of Lot Owners" shall mean those Lot Owners having more than fifty percent (50%) of the total authorized votes of all Lot Owners present in person or by proxy and voting at any meeting or the Lot Owners.

3.8. ORDER OF BUSINESS: The order of business at all meetings of the Lot Owners shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Reports of officers
(e) Report of committees
(f) Election of Directors (when applicable)
(g) Unfinished business
(h) New business

3.9. 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".

3.10. DEVELOPER'S CONTROL: As long as Developer is the fee title holder to at least one (1) of the Lots, Developer, or a person or persons authorized by it may appoint and remove the Board of Directors and officers of the Association and exercise powers and responsibilities of the Association.

3.11. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as Developer is the fee title holder to at least one (1) of the Lots, Developer may use the Common Elements and any Lot owned by Developer as may facilitate the completion and sale of all Lots contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model home on a Lot, showing of property and erecting and maintaining signs on the Common Area or any Lot owned by Developer.

ARTICLE IV
BOARD OF DIRECTORS SELECTION - TERM OF OFFICE

4.1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of three (3) Directors, all of whom shall be an Owner, except that the initial Directors and any subsequent Directors appointed by the Developer need not be Owners. Such Board shall be elected as follows:

(a) Prior to the conveyance of all of the Lots by Developer to third-party purchasers, the Developer shall elect all of the Directors.

(b) Within one (1) year of the date the last Lot owned by the Developer is conveyed, a special meeting of the Owners shall be called at which time all of the initial Board of Directors, or their successors as designated by Developer, shall tender their resignations, and the Owners shall elect a new Board of Directors.

4.2. INITIAL DIRECTORS: Notwithstanding any provision set forth in these By-Laws to the contrary, the Developer shall designate the initial Board of Directors, none of which must be Lot Owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such Board of Directors, or successors to any of them as designated by Developer, shall continue to serve until their successors are elected as set forth herein.

4.3. ELECTION AND TERM OF OFFICE: At the time of election of the full Board, the term or office of the first elected Owner of the Board of Directors shall be fixed at three (3) years, the term of office of the second elected Owner of the Board of Directors shall be fixed at two (2) years, and the term of office of the last elected Owner of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial Directors shall control. At the expiration of the initial term of office of each respective Owner of the Board of Directors, his/her successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each Director shall hold office until his/her successor has been elected by the Lot Owners.

4.4. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the Owners of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Owners of the Board and shall serve for the unexpired term of his predecessor.

4.5. COMPENSATION: No Director shall receive compensation for any service he/she may render to the Association as such. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

4.6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
MEETING OF DIRECTORS

5.1. REGULAR MEETING: Regular meetings of the Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two-thirds of the Directors, after not less than twenty-four (24) hours notice to each Director.

5.3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

5.4. WAIVER OF NOTICE: Any Owner of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Owner of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof. If all the Owners of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI
POWER AND DUTIES OF THE BOARD OF DIRECTORS

6.1. POWERS: In addition to their other authority, the Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Ownership by other provisions of these By-Laws or the Declaration:

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the Common Elements;

(h) Open bank accounts on behalf of the Association and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Owners, Lots offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Lots at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Lot Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of the Board of Directors), or otherwise dealing with Lots acquired by and to sublease Lots leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Lot Owners:

(l) Organize limited liability entities to act as designees of the Board of Directors in acquiring title to or leasing of Lots on behalf of all Owners; and

(m) Maintain, implement, grant, convey, transfer and/or modify any Drainage Easements, Pedestrian Easements or Screening Easements within any of the Common Elements of the Subdivision.

6.2 DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the Annual Meeting of the Owners, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Owners who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance or these certificates. But such certificate may not be withheld for non-payment of such charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association

(f) Cause all officers, Owners of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of Association lien on that Owner's Lot. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over Common Elements;

(k) Make contracts and incur liabilities in connection with the operation of the Common Elements; and

(l) Maintain a current roster of names, telephone numbers and addresses of all of the Owners.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.1. ENUMERATION OF OFFICES: The officers of this Association shall be a President,

Vice-President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

7.2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

7.3. TERM: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

7.4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.7. MULTIPLE OFFICES: The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

7.8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and present

the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the members of the Association together with their addresses and telephone numbers, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board or Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII
COMMITTEES

The Association may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association and minutes of annual meetings shall be available for inspection by any Owner or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action, whether or not suit is commenced, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the

assessments provided for therein by nonuse of the Common Elements or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any assessment becomes delinquent the privilege of paying such assessment is installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI
ABATEMENT AND ENJOINING OF VIOLATIONS

The violations of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII
NOTICE OF CONVEYANCE

Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) or any legal or equitable interest in a Lot, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Lot; (c) the purchaser's or mortgagee's name, telephone number and mailing address; and (d) the name and address of the designee of such purchaser, if any; and (e) any other information as may be reasonably requested by the Board.

ARTICLE XIII
CONFLICTS

In case there is any conflict between the provisions of the these By-laws and of the documents listed below, or between the various documents listed below, the documents shall control in the following Order:

(a) The Declaration;

(b) The Plat;

(c) The Articles of Incorporation for the Association;

(d) These By-Laws

ARTICLE XIV
AMENDMENTS

Prior to the conveyance of all of the Lots by Developer to third-party purchasers, these By-Laws may be amended by: (i) the Developer, acting alone and at its sole discretion; or (ii) the affirmative vote of Lot Owners having seventy-five percent (75%) or more of the votes at a regular or special meeting of the Owners, provided that the Developer expressly consents to such amendment. After the Developer has conveyed all of the Lots in the Subdivision, these By-Laws may be amended by the affirmative vote of Lot Owners having seventy-five percent (75%) or more of the votes at a regular or special meeting of the Owners.

ARTICLE XV
FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1 and ending December 31, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI
CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XVII
INDEMNITY OF OFFICERS AND DIRECTORS

The Association shall indemnify its directors, officers, employees and agents, to the fullest extent allowed by law, and shall advance to such director, officer, employee or agent his/her expenses in defending any claim arising out of the his/her actions as a director, officer, employee or agent of the Association. The provisions set forth in Sections 181.041 through 181.053 Wisconsin Statues are incorporated herein by this reference and any amendments to these provisions which broaden the scope of the indemnification rights of the directors, officers, employees or agents shall become part of these By-laws. The Association may procure insurance to cover all or any portion of its obligations under this Section.

[END OF BYLAWS]

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WC3546713-035

DECLARATION OF RESTRICTIONS FOR STILL RIVER SUBDIVISION

3546713

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

02-19-2008 9:01 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE:	72.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	35

THIS SPACE RESERVED FOR RECORDING DATA

This instrument was drafted by
and should be returned to:
CRAIG A. CALIENDO
Kings Way Homes, LLC
700 Pilgrim Parkway
Elm Grove, WI 53122

Parcel I.D. No.: _____

#00026 FEB 19 08

DECLARATION OF RESTRICTIONS
FOR
STILL RIVER SUBDIVISION

This Declaration is made this **15th day of February, 2008** by Still River Development, Inc., hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Still River Subdivision, in the City of Pewaukee, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the Still River Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Still River," "Still River Development" and "Subdivision," as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The terms "Owner's Association" or "Association" as used in this Declaration shall mean the non-profit corporation or a non-profit association established by the Developer to manage the affairs of the Subdivision, and for the purpose of managing, controlling and maintaining Common Areas, common improvements and common easements

The term "City" as used in this Declaration shall mean the City of Pewaukee.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Area" or "Outlot" are defined as any outlot, boulevard, detention or retention area, or other area within the subdivision which is not a lot nor a dedicated street nor an outlot dedicated or sold to the City nor any other dedicated area for which the City has assumed responsibility for maintenance. Each owner of a lot shall have an undivided fractional ownership interest in the common outlots based upon the number of lots contained in the Subdivision and the Owner's Association shall be responsible for the maintenance of all common areas and common outlots. The Owner's Association will be responsible for the repair or maintenance of any monument or common landscape amenity that is installed in a public right of way. This includes damage that may occur during City maintenance operations such as snowplowing.

000027 FEB 98

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Still River will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee" or "ACC") for Still River Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and subject in all cases to the immediately following sentence, the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. Notwithstanding the foregoing, Developer hereby appoints Jonathan Schoenheider (or his designee) as a member of the Committee as long as Regency Builders, Inc. ("Regency") owns at least 1 lot in the Subdivision. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of lot owners in attendance at a meeting of lot owners called by any one or more lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

80028 FEB 19

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any lot in Still River Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the lot owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

00029 FEB 09

The front of each home built in the Subdivision must contain a sufficient amount of masonry, in the reasonable discretion of the Architectural Control Committee , which may consist of brick, stone, cultured stone/brick, Dryvit and/or stucco, and must terminate at an inside corner or have an acceptable terminating point, as determined solely by the Architectural Control Committee. The other sides of the homes exterior siding shall consist of natural wood siding, cement board siding, natural stone, cultured stone, brick or stone, Dryvit and/or stucco. Additional brick, stone, cultured stone/brick, Dryvit and/or stucco, may be required on other elevations of the home, at the reasonable discretion of the Architectural Control Committee. The Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. In no event shall any dwelling be sided with metal or vinyl siding. Aluminum or vinyl soffits and facia may be allowed at the discretion of the Committee if the architectural integrity and quality of appearance is not compromised. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with a minimum 30-year warranty and in Weatherwood color only, wood shakes or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

If shutters are used, then the ACC may require them to be used on all elevations. Window wraps and window grids must be used on all windows unless architectural style and ACC allows the elimination of these features.

The exterior of all chimney chases must consist of brick, stone, cultured stone/brick, Dryvit and/or stucco, however, a chimney chase shall not be required on a house.

All homes shall include an attached garage with a minimum of 600 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be side entry garages (including inside-side courtyard style) and shall not face a public street (unless on a corner lot), unless such side entry is determined by the Architectural Control Committee, in its sole discretion, to be unfeasible or impractical. Angled garages may be permitted at the sole discretion of the Architectural Control Board. No detached garages shall be permitted.

No storage shed shall be allowed on any lot. Other types of outbuildings, such as pool equipment and/or changing room facilities may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any lot prior to the commencement of construction of the single-family residence on such lot. All lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

080030 FEB 19 98

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed on lots in Still River Subdivision shall have a minimum square footage of living space as follows:

i. One-story houses shall have a minimum square footage of living space of not less than 2,300 square feet.

ii. One and one-half story houses shall have a minimum square footage of living space of not less than 2,900 square feet total, with not less than 1,600 square feet of living space on the first floor.

iii. Two-story houses shall have a minimum square footage of living space of not less than 2,900 square feet total with not less than 1,600 square feet on the first floor.

iv. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,900 square feet total on the upper two levels.

v. Bi-level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within six (6) months of occupancy or within one and one-half (1 ½) years of the commencement of construction, whichever date shall be shorter, the owner of such lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The lot owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches,

00031 FEB 09

swales and/or other drainage facilities on the lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to charge the construction deposit and/or obtain reimbursement for the expense incurred by the Developer or Owner's Association, as the case may be, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each lot with permanent grass must comply with the City erosion control ordinance.

9. CONSTRUCTION DEPOSIT

At the time of closing on a lot a construction deposit in the amount of One Thousand Dollars ($ 1,000.00) shall be collected from the buyer and held in an escrow account by the Developer. The Developer shall have the right to assign and transfer the Construction Deposit Escrow to the Owner's Association. The entity holding the Construction Deposit Escrow shall be entitled to retain any and all interest earned thereon. These funds are to assure the compliance with Section 8 of these covenants and restrictions dealing with contractor cleanup, use of the approved driveway and repair of damage to pavement, sidewalks, curbs and gutters, to assure compliance with the landscaping and tree maintenance requirements set forth in this Declaration, and to assure compliance with the architectural covenants, restrictions and requirements contained herein and as approved by the Architectural Control Committee. In the event the lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged sidewalks, curbs and/or gutters and/or tree maintenance, and in the event the Developer or Owner's Association, as a result of such noncompliance, undertakes any cleanup, repair and/or replacement, and/or is charged or assessed by the City for same, the Developer or Owner's Association shall be entitled to deduct and retain from the construction deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses incurred by Developer or Owner's Association for such cleanup, repair and/or replacement. In the event the lot owner and/or the lot owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer or Owner's Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer or Owner's Association shall be entitled to deduct and retain from the escrow a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer or Owner's Association with respect to such enforcement. In the event the escrowed amount is not sufficient to fully reimburse Developer or Owner's Association for cleanup and/or repair expenses, charges and/or assessments, and/or for costs, expenses and reasonable attorney's fees relating to enforcement of architectural requirements, the owners of the lot shall be jointly and severally liable to Developer or Owner's Association for any excess. In the event that no deductions are made, or in the event there is a balance remaining after all deductions, the balance in the escrow account shall be returned to the owner upon completion and first occupancy of the residence.

10. TREES

No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the

990032 FEB 1998

Architectural Control Committee. Existing live trees with a diameter of eight inches or more at a height four feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any lot. The provisions of this paragraph do not apply to any tree located more than 250 feet from the nearest common lot line with any other lot in the subdivision.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

All lot setbacks shall be approved in writing by the Architectural Control Committee. The minimum setbacks for a Single – Family Residence shall be:

1. Forty (40) feet from any abutting street right-of-way.
2. Twenty (20) feet from any side yard.
3. Thirty-five (35) feet from any rear yard.

If any lot owner desires to rotate its proposed single-family residence to face toward the corner of a lot, the Architectural Control Committee reserves the right to determine the street yard setbacks that the Developer believes to be most beneficial to the overall appearance of the subdivision. .

The site plan for each lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the City if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

12. DRIVEWAYS

The owner of each lot shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a lot, install a hard surfaced concrete, brick or stone paver, or asphalt driveway. Asphalt driveways must have a minimum three (3) foot wide border constructed of brick pavers, stone pavers or concrete. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway shall have a minimum of a three-(3) foot side yard setback, unless otherwise approved in writing by the Architectural Control Committee (in its sole discretion).

13. HEIGHT OF GRADE AND BUILDING PADS

No owner of any lot, nor any person or persons claiming under the lot owner, shall or will at any time alter the grade of any lot or outlot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the City for such grade alterations.

800033 FEB 19 98

Each owner provide shall provide to the Architectural Control Committee, along with his/her submittal for approval of the building plans, a grading plan which shows in detail the proposed final grades and topography of the subject lot upon completion of the building improvements. If the owner desires any modifications in or to: (1) the building pad elevation, (2) amount or location of exposure, and/or (3) the final topography surrounding the proposed home, that differs from the Master Grading Plan, the owner, at his or her expense, must demonstrate that the proposed grading plan does not unreasonably affect an adjacent lot owner as regards drainage or unreasonable slope treatment.

Each lot owner must strictly adhere to and finish grade their lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Clerk. The Committee and/or the City of and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same.

No non-potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any lots, outlots, common grounds or commonly owned parcel(s) within the Subdivision unless authorized in writing by the City of Pewaukee Common Council.

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area as shown on the Master Grading Plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

16. UTILITY RESTRICTIONS

All lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility companies' secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

880034 FEB 09

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and/or other customary household pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than six square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association. Notwithstanding the foregoing, during the construction of a residence on a lot, the homebuilder shall have the right to install and maintain a jobsite/rules sign and a sign identifying the builder's company.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the 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. In addition to mowing the area between the lot line and the road, the lot owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the common areas, as created by this Declaration, together with the area between the front lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE AND SOLAR PANELS

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any lot. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

Solar panels shall be allowed on the exterior of a home, provided that they are appropriately screened from view in the opinion of the Architectural Control Committee.

21. FENCES

It is the intention to preserve the open natural feeling of Still River Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. With regard to swimming pools, only fencing required to meet governmental regulations, will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

00035 FEB 19 98

22. MAILBOX

Each lot shall have a uniform mailbox and newspaper box on a uniform post. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Architectural Control Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of lots from the Developer shall purchase the mailbox and mailbox post from the Developer at time of closing. Developer shall have the right to elect to install the mailboxes, newspaper boxes and posts, and to collect from lot owners, at closing on the lot sale, a reasonable charge for installing same. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the lot owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times.

23. ELECTRIC LAMPPOST

At the time of construction of a residence, the owner of residence shall install, at the owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by Developer), with an unswitched photoelectric cell, at a location on the lot deemed appropriate to the subdivision, at the Developer's discretion. The lamppost shall be maintained by the owner, at the owner's expense, in a proper operating manner. If the owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after date of mailing of written notice to the owner, be performed by the Developer and/or the Association, and the cost of such maintenance shall be a Special Assessment against the owner.

24. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the lots at Still River Subdivision.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet City and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval.

26. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the City, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any City, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the City, Waukesha County, the State of Wisconsin and the Federal

880036 FEB 98

Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer 's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

27. DEVELOPER'S AGREEMENT

A Developer's Agreement has been entered into by and between the Developer and the City, a copy of which is on file in the office of the City Clerk of the City of Pewaukee. The terms and conditions of the Developer's Agreement are hereby incorporated by reference.

28. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended solely by the Developer or assigns as long as the Developer or assigns owns any lot in the subdivision. Then thereafter, any modification to this declaration setting forth said change must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such lot, a notice setting forth the fact that approval of any amendment on behalf of such lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any lot owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

29. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions,

00067 FEB 19 98

and/or by any lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

31. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

32. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements, and such other matters as are specifically set forth in this Declaration and/or the Articles of Incorporation and/or Bylaws of the Association. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each lot owner shall be a member of the Association, and each lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each lot.

B. The Association shall be governed by a Board of Directors, consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the lot, and, except as set forth below with respect to Waukesha County and/or the City, the personal obligation of the lot owners, until paid. In the event Waukesha County and/or the City become the owners of any lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or

800088 FEB 19 98

assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City become the owners of any lot through the tax delinquency process, neither the County nor the City shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular lot owner and his, her or their lot (without levying against other lots) for:

1) costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the lot owner or the family or guests of the lot owner;
2) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the lot owner;
3) interest due on general or special assessments;
4) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and
5) Costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each lot owner and his, her or their lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

1) maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;
2) any insurance maintained by the Association;
3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
4) all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;
5) costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;
6) all items subject to special assessment which have not been collected from a lot owner at the time such payments are due; provided that upon collection of the special assessment from that lot owner, all other lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this paragraph;
7) all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

000039 FEB 19 8

8) costs and expenses of service, if any, made available to all lots and/or for any common area;
9) all other costs and expenses declared to be common expenses under this Declaration; and
10) transportation service (i.e. bus service) for children residing within the Subdivision who are attending, via open enrollment, a grade school, middle school and/or high school located in the Pewaukee School District; provided, however that the Pewaukee School district is not providing bus services to those students and he annual per lot assessment for such transportation service shall no event exceed $300 per year as of 2008, and thereafter $300 per year adjusted for inflation at the CPI Index stating with 2008 as the benchmark.

The general assessments for all common expenses shall be levied equally against each lot. Each lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a lot shall be jointly and severally liable for all general and special assessments levied against the lot, regardless of the type of tenancy, estate or interest in the lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the lot; and shall be collectible and enforceable by the Association by suit against the lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any lot owner personally to collect such assessments and/or to foreclosure the lien for such assessments against the lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all lot owners within the subdivision of the delinquency of any lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

000040 FEB 19

G. In the event any further division of any lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential lots within the subdivision, each lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other lots in the Subdivision.

34. SCHOOL TRANSPORTATION SERVICES

As of the date of this Declaration, the Still River subdivision is within the School District of Waukesha. The Developer has submitted a Petition to Alter School District Boundaries (the "Petition") such that the lots within the subdivision would be detached from the School District of Waukesha and attached to the School District of Pewaukee. In the event the Petition is denied and the lots within the Subdivision remain in the School District of Waukesha, the Association shall have, at its discretion, the right to contract for transportation services (i.e. busing or similar service) for children who reside within the Subdivision and who are attending, via open enrollment, a grade school, middle school and/or high school located in the Pewaukee School District, provided, however, that the Pewaukee School District is not providing busing services to said open enrollment students. The Association may, as provided above, levy the cost and expense of said transportation service as part of the General Assessments for the Subdivision; provided, however that the annual per lot assessment for such transportation service shall not exceed $300 per year as of 2008, and thereafter $300 per year adjusted for inflation at the CPI Index stating with 2008 as the benchmark.

35. OUTLOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10.

The Still River Subdivision Plat Contains common areas designated as outlots 1, 2, 3, 5, 6, 8 and 9 (collectively the "Common Outlots"). The Still River Subdivision Plat Contains also contains outlots identified as Outlot 7, which is to be conveyed to the City of Pewaukee for the construction and operation of a water well and Outlot 4, which is to be conveyed to the City of Pewaukee for the construction and operation of a sanitary lift station. Outlot 10 will be retained by the Developer to possibly convert to one (1) or two (2) future single-family lots. The Developer, at its sole and exclusive option, hereby reserves the right, at anytime, to either: (1) convey all or a portion of Outlot 10 to either one or both of the contiguous lot owners; or (2) convert Outlot 10 to a Common Outlot to be owned, in common, by all of the lot owners in the Still River Subdivision in the same manner as all other Common Outlots. Each lot in Still River shall be deemed to include an equal undivided ownership interest in all Common Outlots, and each conveyance of a lot in Still River shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Developer retains the right to grant easements within any of the Common Outlots, including, but not limited to, easements in favor of Waukesha County for the purposes of constructing, operating and maintaining a public pathway. Information concerning the proposed use and intended improvements on Outlots 4 and 7 may be obtained at the City of Pewaukee, City Hall.

00041 FEB 19 98

36. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, SUBDIVISION SIGNAGE AND MONUMENTS

The Owner's Association has the responsibility to properly landscape and maintain all Common Areas, street islands and subdivision entrance signage within the Subdivision, all portions of any entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City right-of-way and all non-standard street signs. Said maintenance includes repair or replacement resulting from damage caused by any reason including snowplowing operations. Further, the Association without regard to reason, shall indemnify and hold the City harmless for any claim of liability or damage, regarding the signs, monuments, fencing or associated landscaping located within City right-of-ways. Subject to the provisions of Paragraph 36, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within Common Outlots. Maintenance of the ponds shall include, but not necessarily be limited to, preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Owner's Association does not properly landscape, repair and/or maintain Common Outlots, street islands, ponds and subdivision entrance signage within the subdivision and/or drainage easement areas on individual lots and/or within Common Outlots, and/or entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City right-of-way, and/or non standard street signs, the City may send written notice to the Association setting forth which of said items the City has determined are not properly landscaped, repaired and/or maintained, and stating that the City may perform such landscaping repair and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If at any time, the City should determine, for any reason whatsoever, that the entrance signs, entrance monuments, fencing and/or associated landscaping within a right-of-way should be removed, the City may send written notice to the Association setting forth which of said items the City has determined must be removed, and stating that the City of may perform such removal if not properly done by the Association. The above-referenced removal notice shall give the Association a minimum of sixty (60) days to perform such removal. If such landscaping, repair, maintenance and/or removal is not performed within the time granted by either of the above-referenced notices, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City shall then have the authority, but not the obligation, to undertake such landscaping, repair, maintenance and/or removal and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the City as a result of said landscaping, repair, maintenance and/or removal. Said costs shall be assessed as special charges pursuant to section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the City, such charges shall become a lien upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

37. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day-to-day maintenance of any drainage easement area located on an individual lot shall be the responsibility of the owners of such lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the City's authority of enforcement against the Association, as described above.

000042 FEB 09

38. WAUKESHA COUNTY PATHWAY

Waukesha County owns certain lands adjacent to the east and north boundaries of the Still River Subdivision. Waukesha County intends to construct a public pathway within such areas in the future and in order to accommodate the future County pathway, the Developer will grant certain easements within some of the Common Outlots and may construct certain pathway improvements within such Common Outlots, despite the fact that the County has not constructed its connecting pathway improvements. Information concerning the County pathway, including, but not limited to, its proposed location, the specifications for the pathway improvements, the anticipated installation date, any use restrictions, and the funding for constructing and maintaining the pathway may be obtained at the Waukesha County Park and Planning Department. Developer in makes no representations or guarantees concerning the County pathway, including, but not limited to, when it may be constructed or what improvements will be constructed that will constitute the pathway.

39. STORM WATER MANAGEMENT MAINTENANCE AGREEMENT

The Subdivision, Owner's Association, and each lot owner of a lot in the Subdivision, shall be subject to the terms and conditions set forth in the Storm Water Management Maintenance Agreement executed by the Developer and the Owner's Association and recorded at the Office of the Register of Deeds for Waukesha County, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

[SIGNATURE ON FOLLOWING PAGE]

000043 FEB 19 08

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of February, 2008.

Still River Development, Inc.

By: _____
Craig A. Caliendo, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 15th day of February, 2008, the above-named Craig A. Caliendo, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha County, WI
My commission expires 12/13/2010

Approved

Drafted by:
Attorney Craig A. Caliendo
State Bar No. 1008943
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

00041 FEB 19 8

EXHIBIT "A"

Legal Description

STILL RIVER SUBDIVISION, being a part of the NE ¼ of the NE ¼ of Section 21, and part of the NE, SE & NW ¼'s of the NW ¼ of Section 22, T7N, R19E, in the City of Pewaukee, Waukesha County, Wisconsin.

Also described as:

PARCEL A:
Lot One (1) of CERTIFIED SURVEY MAP NO. 5823, part of the Northeast One-quarter (1/4) and the Southeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 8, 1989 in Volume 47 of Certified Survey Maps at pages 231 to 233 inclusive, as Document No. 1534108, bounded and described as follow:
Commencing at the Northwest corner of Lot 2 of said Certified Survey Map; thence South 0°19'56" East along the West line of said Lot 740.00 feet to the place of beginning of the lands herein to be described; thence continuing South 0°19'56" East 1766.131 feet; thence North 89°04'43" East 830.00 feet; thence North 0°19'56" West 930.72 feet; thence North 40°39'19" West 1076.70 feet; thence South 87°57'47" West 135.68 feet to the place of beginning.

PARCEL B:
Lot Two (2) of CERTIFIED SURVEY MAP NO. 5823, part of the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 8, 1989 in Volume 47 of Certified Survey Maps at pages 231 to 233 inclusive, as Document No. 1534108, bounded and described as follow:
Commencing at the Northwest corner of said Lot 2; thence South 0°19'56" East along the West line of said Lot 490.00 feet to the place of beginning of the lands herein to be described; thence continuing South 0°19'56" East 250.00 feet; thence North 87°57'47" East 135.68 feet; thence North 8°42'38" West 141.62 feet; thence North 47°42'06" West 156.30 feet to the place of beginning.

PARCEL C:
All that part of the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said Northwest 1/4; thence North 87°57'47" East 1347.99 feet; thence South 0°59'13" East 471.04 feet to the place of beginning of the lands herein to be described; thence South 0°59'13" East 1734.55 feet; thence North 0°19'56" West 1716.20 feet; thence North 47°42'06" West 26.94 feet to the place of beginning.

PARCEL D:
All that part of the Northeast One-quarter (1/4) of Section Twenty-one (21) and the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, County of Wisconsin,

(continued)

800045 FEB 19 98

Legal Description, continued

bounded and described as follows: Beginning at the Northwest corner of aforesaid Section 22; thence East along the North line of Section 22, 1355.64 feet (described as 20.54 chains) to the East line of the Raddenbach Lands; thence South along said East line 967.56 feet (described as 14.66 chains); thence West 1797.18 feet (described as 27.23 chains) to the former center line of U.S.H. "16"; thence North 1° 00' East along said former center line 81.19 feet described as 1.23 chains) to the existing center line of C.T.H. "JJ" (former U.S.H. "16" and S.T.H. "19"); thence Northwesterly along said center line of C.T.H. "JJ" 892.98 feet (described 13.53 chains) to the North line of Section 21; thence East along the North line of aforesaid Section 21, 629.64 feet (described as 9.54 chains) to the point of beginning.

EXCEPTING from the aforedescribed lands the one acre parcel at the Southwesterly corner thereof; said one acre parcel being described in Volume 567 of Deeds at page 388, as Document No. 252093.

Also Excepting those lands lying within McIvoy Orchard Subdivision.

And Excepting therefrom those lands lying within Certified Survey Map No. 337, part of the Northeast One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on October 27, 1965 in Volume 2 of Certified Survey Maps at page 190, as Document No. 648605.

ALSO excepting therefrom those lands conveyed in Deed by Corporation recorded on October 23, 2001 as Document No. 3712295.

Also excepting therefrom those lands conveyed to Waukesha County in a Quit Claim Deed recorded on February 19, 2004 as Document No. 3128040.

TAX KEY NO. PWT 0950-988

MC:lb

800046 FEB 19 08

EXHIBIT "B"

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT
(Still River Subdivision – Pewaukee, WI)

THIS AGREEMENT, made and entered into this_____ day of February 2008, by and between Still River Development, Inc. hereinafter called the "Owner", and the City of Pewaukee, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of certain lands situated in the City of Pewaukee, County of Waukesha County, State of Wisconsin, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Still River hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of the City of Pewaukee, require that on-site storm water management practices as defined in Chapter 19 of the Pewaukee Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.

2. The Owner, its successors and assigns including but not limited to any homeowners association, shall regularly inspect the storm water management practices and specifically the function of the approved storm

2000047 FEB 09

water management system as often as conditions require, but in any event at least once each year. The Standard Operation and Maintenance Report attached to this agreement as **Exhibit B** and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.

3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Minimum Operation and Maintenance Requirements attached to this agreement as **Exhibit C** and by this reference made a part hereof.

4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition, consistent with the terms of the approved plans and specifications approved by the City and does not perform the required corrective actions and inspections in the specified time, the City may:

   a. Issue a citation to the Owner, its successors and assigns. Each day that the violation exists shall constitute a separate offense, and shall be considered a continuing violation.

980048 FEB 19 98

b. Perform the corrective actions identified in the inspection report and access the Owner, its successors and assigns for the cost of such work. The cost of such work may be specially assessed against the property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Owner, its successors and assigns, including any homeowners association will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Minimum Operation and Maintenance Requirements attached as **Exhibit C**.

7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City, its officers, agents and employees, and the owner agrees to indemnify and hold the City harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the City may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the City to enforce the terms of this agreement including, but not limited to, the performance of maintenance activities.

9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Waukesha County Register of Deeds, and shall constitute covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

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10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, the Owner and the Owners successors and assigns, are hereby released from any and all liabilities and obligations under the terms of this Agreement.

WITNESS the following signatures and seals:

Still River Development, Inc.

By:_____
Craig A. Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2008, the above named Craig A. Caliendo, to me known to be the person who executed the foregoing instrument on behalf of Still River Development, Inc., as President and acknowledged same.

_____
_____, Notary Public

Waukesha County, Wisconsin
My Commission: _____

This instrument was drafter by:
Craig A. Caliendo, Esq.

00050 FEB 95

Exhibit A – Legal Description of Still River Subdivision

00051 FEB 19 98

Exhibit B - Standard Operation and Maintenance Report

[NEED FORM FROM CITY]

000052 FEB 98

Exhibit C
Minimum Operation and Maintenance Requirements

WET DETENTION POND
OPERATION AND MAINTENANCE

I. ROUTINE MAINTENANCE

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.

2. Adjacent to the residential areas, more frequent mowing, typically once a week during a normal growing season, is recommenced for aesthetic and allergy control purposes.

3. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons will not be required

4. If possible, the native grass area should be burned off every three to four years in the spring of the year. Check local burning regulations as permits may be required.

5. If burning of the native grass areas is not possible, a 5 to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall he completed on a quarterly basis or after significant rainfall events.

2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.

3. Inspection priorities shall be as follows:

a. Inspect the embankments for subsidence, erosion, cracking and tree growth.

000053 FEB 98

b. Inspect the condition of the emergency spillway and overland flow path.

c. Inspect the pond for accumulation of sediment.

d. Inspect the outlet control structure for clogs, debris and material failures.

e. Inspect upstream and downstream channels from an erosion perspective.

f. Inspect any modifications that may have been done to the ponds following their initial construction.

g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.

4. As-built plans shall accompany the person responsible for the pond inspections.

5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:

a. Inspectors name, affiliation and professional credentials if applicable.

b. Date, time and weather conditions.

c. Approximate rainfall total over a 24 hour period if applicable.

d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.

e. Sediment depth at the outlet control structure and at a minimum one other location.

f. Identification of potential structural failures and repair needs

g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.

h. Repair recommendations.

880054 FEB 98

C. Debris and Litter Removal.

1. Debris and litter removal from the pond surface shall be completed at least once a month.
2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.

D. Erosion Control.

1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.

2. Corrective measures shall include re-grading, filling and re-vegetation of the eroded or slumping areas.

3. Rip rap at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.

E. Nuisance Control.

1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.

2. Maintaining the native grass perimeter will aide in the control of geese.

3. Mechanical controls should be used when feasible.

II. NON-ROUTINE MAINTENANCE

A. Structural Repairs and Replacement.

1. The outlets of the pond have been constructed utilizing concrete pipe. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appears, repair or replace the outlet.

2. Excessive or chronic drawdown of the ponds may cause leaks or seepage through the embankments. Excessive drawdown should be avoided and thus corrective measures for leakage and seepage can be avoided.

000055 FEB 98

B. Sediment Removal

1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained.

2. Sediment removed from the ponds shall be hauled to an upland area, spread and stabilized with vegetative material.

3. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.

4. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

III. RESPONSIBLE PARTY & FINANCIAL FUNDING

A. The responsible party for the operation, inspection and maintenance of the wet ponds shall be Still River Homeowners Association, Inc.

B. It is recommended that Still River Homeowners Association, Inc. establish a perpetual maintenance fund to insure that the ponds are properly inspected, maintained and repaired.

IV. ADDITIONAL CONSIDERATIONS TO IMPROVE POND WATER QUALITY AND REDUCE MAINTENANCE COSTS.

A. General.

1. Improper disposal of yard wastes will affect the water quality of the wet ponds and may cause clogging of the outlet structure.

2. Improper fertilizer and pesticide application will affect the water quality of the wet ponds and add to algae growth.

3. Excess lawn watering will affect the water quality of the ponds due to increased water runoff that may contain fertilizers and pesticides.

000056 FEB 19 8

B. Yard Care

1. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.

2. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.

C. Leaves and Yard Trimmings.

1. It is recommended that leaves and yard trimmings be properly disposed of.

2. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.

D. Lawn and Garden Fertilizers.

1. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the ponds.

2. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.

E. Lawn and Garden Pesticides.

1. Lawn and garden pesticides may pollute surface and ground water.

2. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.

F. Lawn Watering.

1. Excess lawn watering will wash pollutants into the wet ponds.

2. Refer to the U.W. Extension's "Lawn Watering" for further information.

G. Lawn Weed Control.

1. Proper turf management will lower the amount of the chemicals that may runoff into the wet ponds during rain events.

2. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

000057 FEB 198

INFILTRATION TRENCHES
OPERATION AND MAINTENANCE

I. ROUTINE MAINTENANCE

A. Inspection

1. Inspection should occur several times in the first few months of operation and then quarterly thereafter.

2. Inspect after significant rainfall events

3. Surface ponding exceeding a 72 hour period may indicate a clogged system.

4. Water levels in the observation well should be checked and recorded over several days to determine if the system is operating effectively.

5. Inspect pre-treatment areas quarterly. Sump pits may require cleaning, two to three times per year. Other pre-treatment facilities should be inspected quarterly for sediment accumulation and cleaning. Sediment may also build up in the top foot of the trench. Inspect by digging a small hole down to the filter fabric. Remove accumulated sediment if necessary and restore.

B. Buffer Maintenance

1. Inspect the vegetated buffer strips quarterly.

2. The vegetative buffer should have a vigorous and dense growth habit.

3. Bare spots, eroded areas, and areas damaged by road salts should be repaired and reseeded.

4. Grass should not be mowed shorter than 5". Mower clippings should be removed and disposed of properly to avoid clogging the trench.

C. Woody Plant Maintenance

1. Adjacent trees should be trimmed if their drip line extends over the surface of the trench so that the leaves do not clog the trench.

000058 FEB 198

2. Pioneer trees should be removed to avoid root invasion into the trench.

II. NON-ROUTINE MAINTENANCE

A. Surface Clogging

1. Surface clogging typically occurs in the top foot of the trench.

2. Remove the top layer of stone down to the filter fabric. Remove and replace the clogged filter fabric. Reinstall the stone.

B. Clogging of the underground trench.

1. This condition will require the entire removal and replacement of the trench material and filter fabric.

2. The subsoil will require tilling and the layers of trench material be reinstalled following the subsoil tilling.

GRASSED SWALES
OPERATION AND MAINTENANCE

I. INSPECTION

A. Inspection should occur seasonally and after major rainfall events.

B. Inspect for sediment deposition, check dam bypassing, erosion and litter.

C. Nuisance conditions such as woody plant growth and mosquito breeding areas should also be identified and removed.

II. MAINTENANCE

A. Mow only to maintain the vegetation at a height greater than the design flow depth.

B. Maintain the vegetated liner in a vigorous condition.

C. Depending on the vegetative material, mowing may be infrequent or unnecessary.

D. Remove woody plants that may invade the swale.

E. If the swale is damaged by road salts, remove the damaged area and replant with salt tolerant grasses.

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F. Discourage deposition of leaf litter and grass clippings by informing, typically by signage, local residents of the swales purpose.

1st Amendment to Declaration of Restrictions for Still River Subdivision

3860494
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
October 06, 2011 09:40 AM
James R Behrend
Register of Deeds
4 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book Page -

THIS SPACE RESERVED FOR RECORDING DATA

This instrument was drafted by and should be returned to:
CRAIG A. CALIENDO
Still River Development, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel I.D. No.:_____

This Amendment is made this 1st day of June, 2010, by Still River Development, Inc., a Wisconsin corporation ("Still River"), Kings Way Homes, LLC, a Wisconsin limited liability company ("Kings Way") and Regency Still Rivers, LLC, a Wisconsin limited liability company ("Regency").

WHEREAS, Still River, Kings Way and Regency (collectively the "Owners") are currently the owners of all of the single-family lots and certain outlots in Still River Subdivision, located in the City of Pewaukee, Waukesha County, Wisconsin, being legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subdivision"); and

WHEREAS, the Owners desire to amend and modify the terms and conditions of the Declaration of Restrictions for Still River Subdivision dated February 15, 2008, and recorded at the office of the Waukesha County Register of Deeds on February 19, 2008 as Document No. 3546713 (the "Declaration"); and

WHEREAS, pursuant to the terms of the Declaration, the Owners have the right and authority to amend the Declaration as provided for herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 7 of the Declaration entitled "MINIMUM SQUARE FOOTAGE REQUIREMENTS" is deleted and replaced with the following:

"7. **MINIMUM SQUARE FOOTAGE REQUIREMENTS**

Houses constructed on lots in Still River Subdivision shall have a minimum square footage of living space as follows:

i. One-story houses shall have a minimum square footage of living space of not less than 2,100 square feet.

ii. One and one-half story houses shall have a minimum square footage of living space of not less than 2,600 square feet total.

iii. Two-story houses shall have a minimum square footage of living space of not less than 2,600 square feet total.

iv. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,600 square feet total on the upper two levels.

v. Bi-level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions."

2. Section 20 of the Declaration entitled "ANTENNAE AND SOLAR PANELS" is deleted and replaced with the following:

"20. ANTENNAE AND SOLAR PANELS

Not more than one (1) exterior antenna, including a radio/TV antenna or dish type antenna, shall be allowed on any house in Still River Subdivision. With respect to a radio or TV antennae that is not a dish type antenna, such antenna must meet the following requirements to the satisfaction of the ACC, determined in its sole discretion: (i) be incorporated into the architecture of the home in an aesthetically pleasing manner; (ii) not be attached to the front of any house or located in the front yard of any house; and (iii) be screened from obvious view as much as practical. With respect to antennae that is a dish type antenna, such antenna must meet the following requirements to the satisfaction of the ACC, determined in its sole discretion: (i) not be more than thirty (30) inches in diameter; (ii) not be attached to the front of any house or located in the front yard of any house; and (iii) be screened from obvious view as much as practical. Any action by the ACC under this provision shall be final and conclusive as to all persons then or thereafter owning lots in the Subdivision. The ACC shall not be liable for actions taken or decisions made in good faith.

Solar panels shall be allowed on the exterior of a home, provided that they are roof type panels or appropriately screened from view in the opinion of the Architectural Control Committee."

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

STILL RIVER DEVELOPMENT, INC.

By: _____
Craig A. Caliendo, President

KINGS WAY HOMES, LLC

By: _____
Craig A. Caliendo, President

REGENCY STILL RIVERS, LLC

By: _____
Jonathan T Schoenheider, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1st day of June, 2010, the above named Craig A. Caliendo, to me known to be the person who executed the foregoing instrument on behalf of Still River Development, Inc. and Kings Way Homes, LLC, as President and acknowledged same.

DEBORAH L. OLSON NOTARY PUBLIC STATE OF WISCONSIN

Deborah L. Olson
Deborah L. Olson Notary Public
Waukesha County, Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1st day of June, 2010, the above named Jonathan T. Shenkenberger to me known to be the person who executed the foregoing instrument on behalf of Regency Still Rivers, LLC, as Member and acknowledged same.

NOTARY PUBLIC CRAIG A. CALIENDO STATE OF WISCONSIN

Craig A. Caliendo
Craig A. Caliendo Notary Public
Waukesha County, Wisconsin
My Commission: Is Permanent

This instrument was drafted by:
Craig A. Caliendo, Esq.

LEGAL DESCRIPTION – STILL RIVER SUBDIVISION, PEWAUKEE, WI

Lots One (1) through Seventy (70) and Outlots One (1) through Ten (10) in STILL RIVER, part of the Northeast One-quarter (1/4) of the Northeast One-Quarter (1/4) of Section Twenty-one (21), Part of the Northeast, Southeast and Northwest One-quarters (1/4s) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin.

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3546715

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

02-19-2008 9:01 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE:	20.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	9

WC3546715-009

Preservation Restrictions and Limited Use Easement

THIS SPACE RESERVED FOR RECORDING DATA

This instrument was drafted by
and should be returned to:
Waukesha County Parks and Land Use
Room 230
1320 Pewaukee Road
Waukesha, WI 53188

Parcel I.D.

RECEIVED
FEB 25 2008
DEPT OF PARKS & LAND USE

880077 FEB 19 98

PRESERVATION RESTRICTIONS
AND
LIMITED USE EASEMENT

WHEREAS, Still River Development, Inc., hereinafter referred to as "SR" is the owner of certain lands described in the attached **Exhibit A**, and

WHEREAS, Waukesha County is interested in maintaining the environmental integrity of the lands adjacent to the Pewaukee River which are located within the Primary Environmental Corridor / Pewaukee River Greenway Corridor, and creating a trail easement as described in the attached **Exhibit B**, through Outlots 2 and 3 of the subdivision development hereinafter referred to as Still River, and

WHEREAS, SR is willing to accept restrictions and extend to the County certain limited uses within the area of the Primary Environmental Corridor / Pewaukee River Greenway Corridor.

PRESERVATION RESTRICTIONS

NOW, THEREFORE, SR agrees to the following use restrictions within the areas identified in the preliminary plat as being Primary Environmental Corridor / Pewaukee River Greenway Corridor, which restrictions shall be binding upon SR and its heirs and successors, being considered to be restrictions and easement which run with the land.

1. Grading and filling shall be prohibited within the areas identified in the plat as being within the Primary Environmental Corridor, wetland, and/or floodplain. No construction shall be allowed within the Primary Environmental Corridor, wetland, and/or floodplain. This prohibition does not prevent the Waukesha County Department of Parks and Land Use from grading and filling by Waukesha County shall comply with the spirit and intent of the trail easement and be avoided where appropriate.
2. The removal of topsoil or other earthen materials shall be prohibited, as well as the extraction or removal of minerals by any surface mining method.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the Waukesha County Department of Parks and Land Use. Such prohibition does not prevent the Waukesha County Department of Parks and Land Use from removing vegetative cover within the trail easement also granted under this document. Such removal shall be in keeping with the spirit and intent of the trail easement and shall be avoided where appropriate.
4. Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.
5. The introduction of plant material not indigenous to those found in the existing environment of the Primary Environmental Corridor preservation areas shall be prohibited.

000078 FEB 19 98

6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.

7. Hunting within the Primary Environmental Corridor, wetland, and/or floodplain within the recreational trail easement shall not be permitted.

LIMITED USE EASEMENT (TRAIL EASEMENT)

IN ADDITION to the above Preservation Easement, SR hereby grants and conveys to Waukesha County, its successors and assigns, an easement to lay out, mark, develop, locate, maintain, repair, and replace or relocate a trail along with appropriate signage over and across the following described premises:

SEE EXHIBIT "B" ATTACHED

Subject to limitations A through I which follow. The described lands are also shown on the Final Plat of Still River Subdivision as recorded in the Office of the Register of Deeds for Waukesha County in Volume 53, Page 320-322 of Plats, Document No. 3546712 (the "Final Plat").

A. The trail width shall be as shown on the Final Plat, consisting of a ten (10) foot asphalt pavement and either three (3) or five (5) foot shoulders on each side of the trail. Refer to **Exhibit C,** Trail Cross-section.

B. Within the trail easement described in Exhibit B, the County may temporarily or permanently slope lands in order to establish grades for the trail in order to properly drain the paved trail. This would include but not be limited to placement of culverts as necessary under such trail for drainage purposes. To the extent land must be disturbed in order to properly slope areas adjacent to this trail, the County agrees to restore such lands.

C. All use of this trail easement shall be by foot, snowshoe, ski, bike or other non-motorized use except for authorized Waukesha County Parks System maintenance and policing vehicles.

D. Waukesha County has the ability to manage vegetation, through selective planting or removal of trees or other exotic or nuisance plant species in order to maintain and enhance the scenic, natural and ecological value of the trail corridor including mowing of the shoulders.

E. Waukesha County is granted the right to prohibit access to all users through the installation of gates or other obstructions and to limit access by or exclude the public by appropriate means from any portion of the trail corridor not in use from time to time.

F. A twenty-five (25) foot visual buffer shall be provided between the trail and the adjacent lot. Where said twenty-five (25) foot visual buffer is not attainable, SR, its successors or assigns, shall provide a privacy fence, at a minimum height of four (4) feet, between the trail and the lot. Where trail is located on berm of a detention/retention pond, a decorative fence shall be placed at the edge of the pond. All fences are to be approved by the County, said approval

000079 FEB 19 98

not to be unreasonably withheld. All fences shall be constructed at the time of subdivision development and maintained by the subdivision homeowner association. Should the homeowners association fail to maintain the fences or cease to exist, the individuals shall maintain the fences at their expense. The fences shall be maintained of similar quality and material of that originally erected. SR's obligation to construct the fences required under this provision is subject to SR being able to obtain approvals for the construction of the fences from all governmental bodies having jurisdiction. SR agrees to exhaust all appeal remedies with the cooperation of the County, if requested by County.

G. SR agrees to notify, in writing, each prospective buyer of any lot within Still River Subdivision as to the existence of the Preservation Restrictions and the Limited Use Easement (Trail Easement).

H. The County may erect, maintain and re-erect, as the County deems necessary, at County expense, signs advising lot owners whose lands include those in the trail easement of the restrictions created herein. A sign may be placed by the County on such lot owners' lot lines where they intersect the Primary Environmental Corridor / Pewaukee River Greenway Corridor or Trail Easement. Such signs shall not be greater than 4 ½ square feet and shall face away from the trail easement containing language substantially as follows: "Waukesha County Trail Easement Boundary".

I. SR has provided minimum of sixteen (16) feet between any wetlands and single-family lot created by the Final Plat of Still River Subdivision for lots twelve (12) through eighteen (18).

SR shall provide the County, one time only, with photographs of the west edge of the Primary Environmental Corridor, wetland, and/or floodplain, taken in such a fashion as to include the signs referred to above once they have been located by the County. The photographs shall show enough of the signs and adjacent areas such that, laid end to end, a panoramic depiction of the edge of the Primary Environmental Corridor and/or Trail Corridor are shown. The purpose of these photographs shall be to provide an historical base line in order to determine in the future if any land or plant disturbance activities have occurred within the Primary Environmental Corridor and/or Trail Corridor preservation areas.

This Easement shall be governed by and constructed in accordance with the Laws of the State of Wisconsin.

This Easement includes the parties' entire understanding with respect to the subject matter hereof and may be modified only by written instrument duly executed, as required, by the parties.

This Easement shall be assignable by the County provided that the assignee will carry out the rights and obligations of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Limited Use Easement (Trail Easement) and Preservation Restrictions on the 29th day of January, 2008.

STILL RIVER DEVELOPMENT, INC.

By: _____
Craig A. Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 29th day of January, 2008, the above named owner of lands described in the attachments referenced above, Craig A. Caliendo, to me known to be the person who has executed the foregoing document and acknowledged the same.

DEBORAH L. OLSON NOTARY PUBLIC STATE OF WISCONSIN

Deborah L. Olson
Notary Public, State of Wisconsin
My Commission expires 5/17/09.

ACCEPTED by WAUKESHA COUNTY

By: _____
Duane A. Grimm
[Print Name]

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 19th day of February, 2008, the above named owner of lands described in the attachments referenced above, Duane A. Grimm, to me known to be the person who has executed the foregoing document and acknowledged the same on behalf of Waukesha County, being authorized to do so on behalf of said municipal corporation.

Sharon A. Wong
Notary Public, State of Wisconsin Deputy Register of Deeds Waukesha County
My ~~Commission~~ Term of office 12-31-08.

This Document Drafted By:
The Waukesha County Department
Of Parks and Land Use

X:\Craig\Land Development Projects\Pewaukee - Still River\Waukesha County Trail Easement Agreement.doc Trail Easement

000081 FEB 19 08

EXHIBIT "A"

Legal Description

STILL RIVER SUBDIVISION, being a part of the NE ¼ of the NE ¼ of Section 21, and part of the NE, SE & NW ¼'s of the NW ¼ of Section 22, T7N, R19E, in the City of Pewaukee, Waukesha County, Wisconsin.

Also described as:

PARCEL A:
Lot One (1) of CERTIFIED SURVEY MAP NO. 5823, part of the Northeast One-quarter (1/4) and the Southeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 8, 1989 in Volume 47 of Certified Survey Maps at pages 231 to 233 inclusive, as Document No. 1534108, bounded and described as follow:

Commencing at the Northwest corner of Lot 2 of said Certified Survey Map; thence South 0°19'56" East along the West line of said Lot 740.00 feet to the place of beginning of the lands herein to be described; thence continuing South 0°19'56" East 1766.131 feet; thence North 89°04'43" East 830.00 feet; thence North 0°19'56" West 938.72 feet; thence North 40°29'19" West 1076.70 feet; thence South 87°57'47" West 135.68 feet to the place of beginning.

PARCEL B:
Lot Two (2) of CERTIFIED SURVEY MAP NO. 5823, part of the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 8, 1989 in Volume 47 of Certified Survey Maps at pages 231 to 233 inclusive, as Document No. 1534108, bounded and described as follow:

Commencing at the Northwest corner of said Lot 2; thence South 0°19'56" East along the West line of said Lot 490.00 feet to the place of beginning of the lands herein to be described; thence continuing South 0°19'56" East 250.00 feet; thence North 87°57'47" East 135.68 feet; thence North 8°42'18" West 241.62 feet; thence North 47°42'06" West 156.30 feet to the place of beginning.

PARCEL C:
All that part of the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northwest 1/4; thence North 87°57'47" East 1347.99 feet; thence South 0°59'13" East 471.04 feet to the place of beginning of the lands herein to be described; thence South 0°59'13" East 1734.55 feet; thence North 0°19'56" West 1716.20 feet; thence North 47°42'08" West 26.94 feet to the place of beginning.

PARCEL D:
All that part of the Northeast One-quarter (1/4) of Section Twenty-one (21) and the Northwest One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, County of Wisconsin,

(continued)

000082 FEB 19 98

Legal Description continued

bounded and described as follows: Beginning at the Northwest corner of aforesaid Section 22; thence East along the North line of Section 22, 1355.64 feet (described as 20.54 chains) to the East line of the Raddenbach lands; thence South along said East line 967.56 feet (described as 14.66 chains); thence West 1797.18 feet (described as 27.23 chains) to the former center line of U.S.H. "16"; thence North 1° 00' East along said former center line 81.18 feet described as 1.23 chains) to the existing center line of C.T.H. "JJ" (former U.S.H. "16" and S.T.H. "19"); thence Northwesterly along said center line of C.T.H. "JJ" 892.98 feet (described 13.53 chains) to the North line of Section 21; thence East along the North line of aforesaid Section 21, 629.64 feet (described as 9.54 chains) to the point of beginning.

EXCEPTING from the aforedescribed lands the one acre parcel at the Southwesterly corner thereof; said one acre parcel being described in Volume 567 of Deeds at page 388, as Document No. 262093.

Also Excepting those lands lying within McEvoy Orchard Subdivision.

And Excepting therefrom those lands lying within Certified Survey Map No. 337, part of the Northeast One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on October 27, 1965 in Volume 2 of Certified Survey Maps at page 198, as Document No. 648605.

ALSO excepting therefrom those lands conveyed in Deed by Corporation recorded on October 23, 2001 as Document No. 2712295.

Also excepting therefrom those lands conveyed to Waukesha County in a Quit Claim Deed recorded on February 13, 2004 as Document No. 3128040.

TAX KEY NO.: PWT 0950.998.001 (2004)
NEW TAX KEY NO. PWT 0950-988

MC:lb

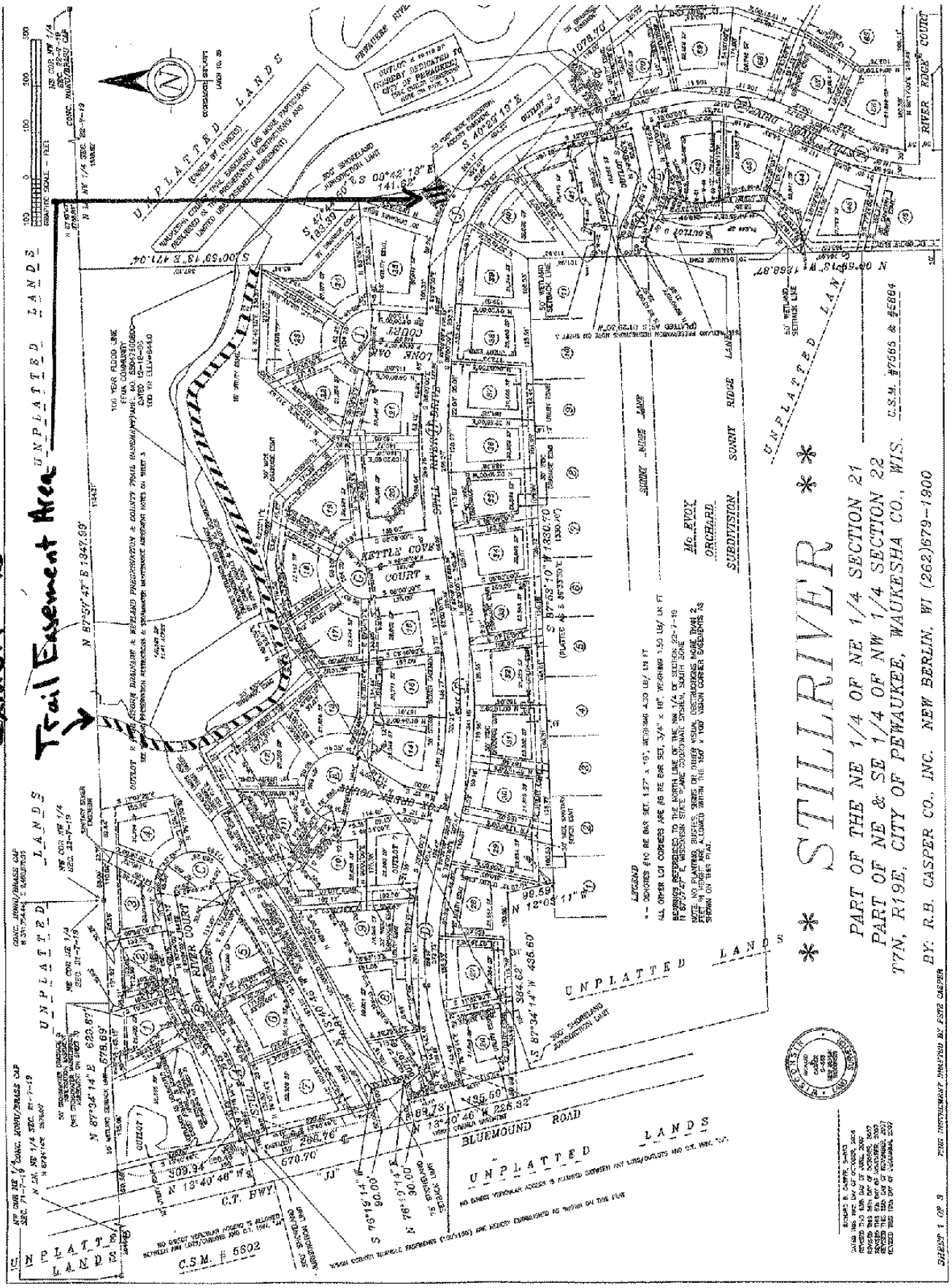
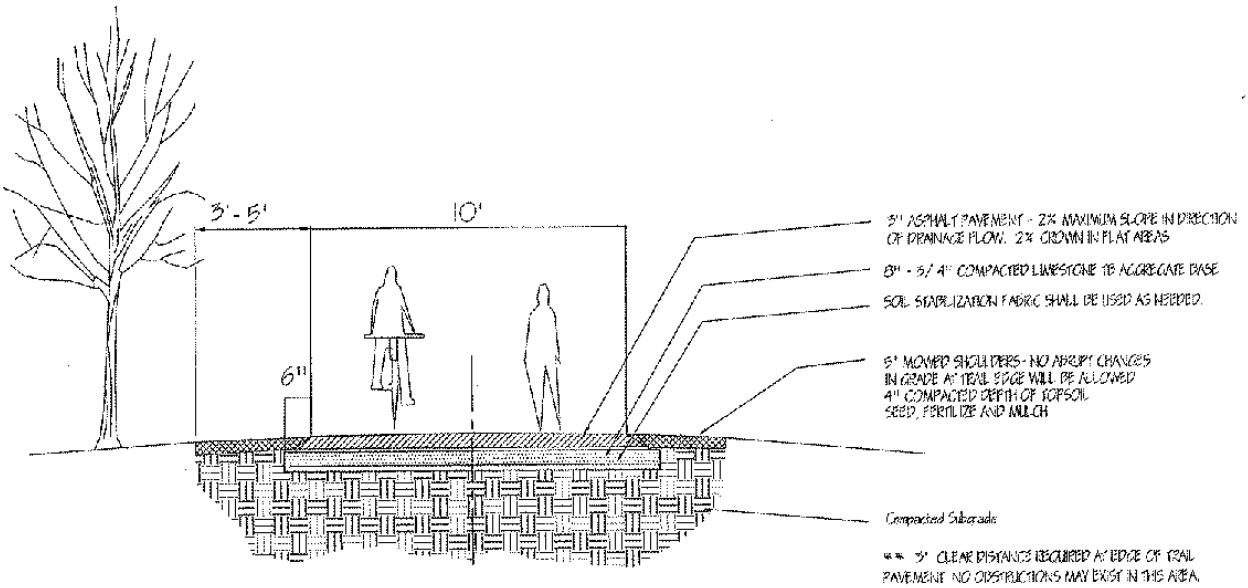


Exhibit "B"
Trail Easement Area
0083 FEB 19 98
** STILLRIVER **
PART OF THE NE 1/4 OF NE 1/4 SECTION 21
PART OF NE & SE 1/4 OF NW 1/4 SECTION 22
T7N, R19E, CITY OF PEWAUKEE, WAUKESHA CO., WIS.
BY: R.B. CASPER CO., INC. NEW BERLIN, WI (262)679-1900
UNPLATTED LANDS
BLUEMOUND ROAD
C.T. HWY
C.S.M. # 5602
KETTLE COVE COURT
LONE OAK COURT
RIVER COURT
SUNNY RIDGE LANE
RIVER RIDGE COURT
Mc EVOY ORCHARD SUBDIVISION
SHEET 1 OF 3

00084 FEB 19 08

EXHIBIT "C"



TYPICAL SECTION - ASPHALT TRAIL

NO SCALE