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September 2014 Restatement of
Declaration of Condominium for
RIVER BIRCH PLACE CONDOMINIUM

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Name and Return Address

Waldemar W. Lange
533. E. Cedar Lane
Mequon, WI 53092
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SEPTEMBER 2014 RESTATEMENT

OF

DECLARATION OF CONDOMINIUM

FOR

RIVER BIRCH PLACE CONDOMINIUM

THIS RESTATEMENT OF DECLARATION is made this ___ day of September, 2014, by W. W. Lange, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time ("Act").

WITNESSETH:

Declarant owns certain real property ("Property") described as:

River Birch Place, being a subdivision of lots 2 and 3 of Certified Survey Map No. 3692, being a redivision of Parcels 1 and 2 of Certified Survey Map No. 946 and lands in the Southwest ¼ of the Southeast ¼ of Section 22, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Declarant intends to improve the Property to provide four (4) Sites for the construction thereon of two (2) two-family buildings ("Buildings"), each containing two (2) individual Units, and nine (9) Sites for the construction thereon of nine (9) single-family homes (Units), together with certain other improvements in connection therewith. The boundaries of each of the 13 Sites are called out on attached Exhibit E. The Property, together with all buildings and improvements, is hereinafter called "Condominium".

Declarant intends by this Declaration to subject the Property and improvements to the condominium form of ownership under the Act, and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions, and obligations with respect to the ownership, use, and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "River Birch Place Condominium".

The general purpose of this Declaration is to help assure that River Birch Place Condominium will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within River Birch Place Condominium; to help assure the best use and most appropriate development and improvement of each Unit; to protect owners of Units against use of surrounding Units which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed

or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to insure a residential development of River Birch Place Condominium consistent with high aesthetic standards and the purposes for which each such Unit is platted; to encourage and secure the erection of attractive residential structures with appropriate locations; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Unit or surrounding area; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within River Birch Place Condominium.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements, and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I.

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Thirteen (13) separately designated and legally described freehold estates (collectively called Units" and individually called a "Unit"), consisting of the spaces, areas, or improvements contained within the boundaries of each such Unit as described in Article II, below, and

2. An undivided freehold estate in the "Common Elements" and in the "Limited Common Elements" of the Condominium as described in Article III.

ARTICLE II.

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

1. Unit. "Unit" means that part of each residential building intended for independent residential use and the boundaries of each Unit shall consist of that part of each residential building as follows:

a. the vertical or parametrical boundaries of each Unit shall be the plane of the outer surface of the wood and/or brick siding of the residential building, including the soffits, and the plane of the outside faces of doors (including the garage doors) and windows contained in such vertical boundaries and the plane of the center line of any party wall, as extended to the outer surface of any portion of the building which

crosses the plane of such party wall, extended in each case to an intersection with the upper and lower boundaries; and

b. the upper boundary of each Unit shall be the plane of the outer surface of the roofing shingles and the lower boundary shall be the plane of the lower surface of basement concrete slab, the plane of the under-surface of any portion of the building extending beyond the basement and the plane of the lower surface of the garage slab; and

c. the foundation and footings supporting any portion of a Unit shall be a part of such Unit.

2. Party Walls. Each wall which is built as a part of the original construction of the Buildings and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use. The right of any Unit Owner to contribution from any other such Unit Owner under this Section 2 shall be appurtenant to the land and shall pass to such Unit Owner's successor in title.

3. Locations. The locations of the Units and other improvements are shown on the site map appended hereto as Exhibit A.

4. Addresses. The respective addresses of the Units are shown on the list appended hereto as Exhibit B.

5. Site Boundaries.. The boundaries of each of the 13 Sites are called out on attached Exhibit E.

6. Unit Owner. The term "Unit Owner" shall include all individuals and legal entities holding title to a location at which a Unit may be or has been built.

ARTICLE III.

DESCRIPTION OF COMMON ELEMENTS AND OF LIMITED COMMON ELEMENTS

1. Common Elements. The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment, and facilities except the 13 individual Sites and the improvements, Units constructed thereon, and the roadways dedicated to the City of Mequon.

2. Description of Limited Common Elements.

a. Rear Yards and Front Yards. No portion of the Rear Yards, Front Yards or Side Yards (as such terms are defined below) of a Site shall be a part of the Common Elements; they are a part of each individual Unit Site. Each Unit Owner shall be entitled to the exclusive use and possession of that Rear Yard, Front Yard, or Side Yard to which direct access is provided from his

respective Unit, or which is or are located outside of and adjoining each respective Unit. Unless and until such time as the Association determines to the contrary, each Unit Owner shall be responsible for maintenance, breakage, damage, malfunction and ordinary wear and tear of the Site's Yards. The improvement and appearance of the Front Yards, Side Yards and Rear Yards and all improvements, fixtures and landscaping located therein shall be subject to rules and regulations promulgated by the Association. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of the Rear Yard, Front Yard or Side Yard appurtenant to her Unit without the prior written approval of the Association.

b. Rear Yard. The Rear Yard of each Site shall extend to the Site's boundary behind the plane of the rear elevation of the respective Unit.

c. Front Yard. The Front Yard of each Site shall extend to the Site's boundary from the plane of the front elevation of the respective Unit.

d. Side Yard. The Side Yard of each Site shall extend to the Site's boundary from the plane of the outward side elevation(s) of the respective Unit.

e. Shared Driveways. Any driveway that serves two Units shall be a Limited Common Element appurtenant to both Units served and all rights and obligations of the Unit Owners of each such Unit, with respect to the use, maintenance and repair of such driveway, or sidewalk shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its term or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit as between such co-owners.

ARTICLE IV.

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a $1/13^{th}$ undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. Subject to Article XI, Section 1, below, the common surpluses and expenses of the Condominium relating to Common Elements shall be shared equally among the owners of all Units for which the City of Mequon has issued an occupancy permit.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit Owner in the Common Elements as aforesaid.

ARTICLE V.

FILE CONTROL CHARGES AND REAL ESTATE TAXES

1. File Control Charges. The Declarant's grant of title to a Unit shall impose upon the grantee a file control charge in the amount of $500 to be paid immediately by the new Unit Owner to the Association. Thereafter, each purchaser of a previously titled Unit shall make a payment of $250 to the Association at the time of conveyance. These charges are separate from, not in lieu of, and shall not be credited toward dues or assessments of the Association. The amounts of these file control charges may be adjusted by a majority vote of the members of the Association after the termination of the period of Declarant control. All such payments shall be credited to the Association's general funds and accounted for as "file control charges".

2. Real Estate Taxes. Real estate taxes shall be separately levied by the City of Mequon to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided by Wisconsin law. In the event that for any years such taxes are not separately taxed to each Unit Owner but are taxed to the Condominium as a whole, then each Unit Owner shall pay his proportionate share thereof based upon the ratio of his Unit's assessed valuation to the total assessed valuation of all Units in the Condominium.

ARTICLE VI.

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as River Birch Place Condominium Owners Association, Inc. ("Association"). The Association shall be governed by a Board of Directors ("Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit Owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.

3. Declarant Control. Notwithstanding the voting rights granted to Unit Owners under this Declaration, Declarant shall have the right to appoint and remove directors of the Association as provided in the By-Laws during the period of Declarant control. The "Period of Declarant Control" shall be the period beginning on the date that the first Unit is conveyed by Declarant to a Purchaser and ending upon the first to occur of the following:

a. three (3) years after the date of recording the conveyance of the first Unit from the Declarant to any person other than the Declarant, or

b. thirty (30) days after the first date on which seventy-five percent (75%) of the Common Element interest has been conveyed by the Declarant to Purchasers, or

c. any other date hereafter specified by the Declarant, in a written notice delivered to the Association, as the date of expiration of the Period of Declarant Control earlier than provided above.

4. Meetings to Elect Directors. In accordance with Chapter 703 of the Wisconsin Statutes,

(a) prior to the conveyance of twenty-five percent (25%) of the undivided interests in the General Common Elements by Declarant to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board which, at the sole discretion of the Declarant, may be expanded to at least four (4) persons including the newly elected member of the Board, and

(b) prior to the conveyance of fifty percent (50%) of the undivided interests in the General Common Elements by Declarant to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33-1/3%) of the members of the Board which, at the sole discretion of the Declarant, may be expanded to at least five (5) persons including the newly elected member of the Board.

5. Calculation of Percentage. The calculations of percentages of the undivided interests in the General Common Elements conveyed to purchasers, for purposes of Sections 3 and 4, above, of this Article II, shall be based on the percentage of undivided interest appertaining to each Unit which has been conveyed by Declarant to purchasers, assuming that all of the Units to be completed are included in the Condominium.

6. Elections after Expiration of Declarant Control. Not later than forty-five (45) days after the expiration of Declarant Control, as set forth in Section 3, above, of this Article VI, the Association shall hold a meeting and the Unit Owners, including Declarant, to the extent that it still owns Units, shall elect at least three (3) members of the Board and the officers of the Association, all of whom shall take office immediately upon election.

7. Association Management. Subject to Article XVI , Rights of Declarant, the Board of Directors may employ on a commercially reasonable basis a professional property manager, management company, or managing agent with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement not commercially reasonable may be terminated without penalty upon no more than ninety (90) days notice and the term thereof may not exceed ten (10) years.

8. Condominium Instruments. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business

hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

9. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

10. Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails, or bike paths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII.

ARCHITECTURAL STYLES AND BUILDING MATERIALS

1. Architectural Styles. Individuality and quality of design of improvements with traditional architectural styles, including Colonial Williamsburg, Cape Cod, French Country , Georgian, and English Country , are encouraged and may be approved and promoted by the Declarant and/or the Association, their heirs, successors, or assigns. All exterior building materials shall be of cement and/or natural materials, and all roofing shall consist of at least thirty-year dimensional asphalt shingles. The use of wood, timbers, fieldstone, and brick, is and shall be encouraged and approved. Exterior chimneys must be 4-inch thick stone or brick veneer; the exposed portion of interior chimneys in the rear half of a Unit may be wood, stucco or such other finish as approved by the Declarant and/or the Association.

2. Architectural Control Board. The Architectural Control Board ("ACB") shall be composed in accordance with Article VI of the By-Laws of the Association.

3. Board's Determination is Conclusive. The Architectural Control Board ("ACB") shall have the exclusive right to determine whether all architectural, siting and aesthetic requirements of this Declaration will be and have been satisfied and any decision of the ACB shall be final and conclusive. Approval by the Plan Commission or building inspector of the City with respect to setbacks or other matters shall not be binding on the ACB in any respect.

4. Minimum Architectural Standards for Units.

a.(1) Units 9, 10, 11, 12,and 13 shall have a maximum living area (exclusive of basement, attic, garage, porches, patios, and storage areas)of not more than two thousand three hundred fifty (2,350) square feet on the first floor;

(2) The Declarant shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Declarant shall be final and conclusive. The Declarant has the right to construct or approve Units smaller or larger than those specified herein, particularly if such Units are exceptional in design and quality, architectural standard, and compatible with the surrounding Units, provided that any such approved Unit will not have, in Declarant's sole opinion, a depreciating effect on adjacent values.

(3) The Declarant further has the right to assign a determination as to minimal architectural standards to the Association at the Declarant's discretion.

b. Each home shall have a basement with a finished concrete floor.

c. No home shall exceed two and one-half stories (excluding the basement) or thirty-six (36) feet in height above finished grade, whichever is less.

d. Major roof elevations seen from the front of each home shall be pitched to rise at least nine (9) inches vertically for each twelve (12) horizontal inches.

e. An attached enclosed garage (for at least two (2) and not more than three (3) cars) shall be constructed at the time of construction of the home; all exterior portions of such garage shall be completed prior to occupancy of the home; no garage door opening shall be higher than seven (7) feet.

5. Approval of Architectural Control Board Required for All Improvements.

a. No Unit, building, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on the Condominium (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission to the ACB of detailed plans appropriate for its review and approval; and (2) acquisition of prior written approval from the ACB. Plans, to be considered appropriate for review by the ACB, must include the following (unless the ACB advises a Unit Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Unit, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan showing the location of the improvement with respect to other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the ACB as it may reasonably request. The ACB shall consider the following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more

of the general purposes specified in the preamble of this Declaration will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY UNIT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED WITHOUT PRIOR WRITTEN APPROVAL OF THE ACB MAY BE REQUIRED TO PROMPTLY REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AND RESTORE THE UNIT AT THE UNIT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Unit, garage or other improvement may not be changed in any significant respect without the prior written approval of the ACB.

b. Construction of an approved home must commence within 18 months of property acquisition from the Declarant or title to the property can be reacquired at the sale price by either the Declarant or the Association.

c. Upon approval by the ACB of the plans for the proposed improvement and upon receipt of any necessary City and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve months following either acquisition of ACB approval or issuance of any required building permit by the City, whichever is later. The ACB may, in its discretion, extend such completion deadline up to an additional six months in the event it finds the delay has been caused primarily by factors beyond the control of the Unit Owner and his/her contractors. For its own benefit to be sure of compliance the ACB may at its discretion require performance bonds from the contractors involved, the cost of which shall be that of the Unit Owner.

d. In the event the ACB fails to act upon proposed plans within 30 days following written acknowledgment by the ACB that it has received such plans and that they are adequate for purposes of its review, or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the ACB is required as to such particular matter.

e. Any approval or permission of the ACB under this Section, to be binding or effective, must be in writing signed by the President or by the Secretary of the Association. No oral statements, representations or approvals of the ACB or any of its members or agents shall be

binding on the ACB or the Association under any circumstances, regardless of any reliance thereon by any Unit Owner.

f. Within 90 days following construction or installation of any improvement, the Unit Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the ACB.

6. Landscaping & Drainage.

a. Landscaping plans shall include mature shrubbery and must be submitted for approval in conjunction with building plans.

b. All landscaping shall be completed (in accordance with the plan approved by the ACB) within 18 months following the issuance of the occupancy permit for the Unit. For its own benefit to be sure of compliance, the ACB may at its discretion require performance bonds from the contractors involved, the cost of which shall be that of the Unit Owner.

c. To avoid a substantial increase in surface water drainage onto perimeters of other Units, the landscaping plan shall provide for adequate drainage of storm and surface water toward adjoining streets and away from other Units if natural drainage is to be or has been altered by grading or landscaping by the Unit Owner.

d. No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the ACB.

e. All yards shall be maintained.

7. Driveway. Vehicle access to each Unit shall be provided by the Unit Owner via an asphalt driveway extending from the street to the garage within twelve (12) months following issuance of an occupancy permit for the Unit. A plot plan showing the location of the drive shall be submitted to the ACB for its prior approval under Article VII, Section 5, above.

8. Construction Materials – Storage. No building or construction materials shall be stored outside of the Unit or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on the Condominium during or after construction without the prior approval of the Board, unless required for backfilling, finish grading, or landscaping.

9. Sewerage Disposal. Each Unit shall be connected with the City or other common sewer system and no septic tank or other individual sewerage system shall be used or permitted.

10. Garbage Disposal. Each Unit shall be equipped with a garbage disposal connected to the sanitary sewer. No incinerator or incineration system for burning garbage or debris shall be used or permitted.

11. Wires, Antenna and Solar Panels.

a. All utility lines and wiring for gas, electric, telephone, and cable television service to a Unit, garage or other improvement shall be installed underground, unless otherwise permitted by the ACB prior to installation.

b. No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception or solar heating panels shall be erected or used without the prior approval of the ACB.

12. Signs, Lamp Posts, and Mailboxes.

a. No sign or banner of any kind shall be placed or displayed to public view on any Unit, except one standard sign (showing the Unit Owner's name) as may be approved by the ACB for uniform use in terms of size, design, appearance and location for each Unit in River Birch.

b. Each Unit shall install a lamp post within the area and of the size, quality and appearance approved in writing by the ACB in accordance with Section 5, above.

b. Each Unit shall install mailboxes in accordance with the directives and regulations of the U.S. Postal Service.

13. Removal of this Article VII. One (1) year after the conveyance of the last unsold Unit from the Declarant to any person other than the Declarant, all provisions of this Article VII shall, ipso facto, be removed from this Declaration and become the next available numbered section on the Association's "Miscellaneous Rules and Regulations," subject to modification by the Association's Board of Directors.

ARTICLE VIII.

MAINTENANCE, ALTERATION, AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, exterior and interior walls, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the Unit, including exterior repainting and restaining, as needed, at least

every five (5) years; (c) keep the patio, deck, or porch appurtenant to the Unit in a clean and neat condition; and (d) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees, or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit Owner if within this section.

2. Driveways. As shown on the final condominium plat, some driveways are intended to be "shared driveways". Each Unit Owner who uses a shared drive for purposes of ingress and egress to their Unit sharing proportionately in the cost of maintenance of such a drive; the cost of repair for extraordinary damage shall be borne solely by the Unit Owner who, or whose agents or invitees, caused that damage. In the event that one or more individual Unit Owners expend funds for maintenance of a shared drive, they shall have the right of reimbursement from any other Unit Owner who uses that driveway for ingress and egress to that Unit.

3. Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Elements, except as provided above.

4. Structural Changes by Owners. An owner of a Unit shall make no changes regarding the exterior structure or exterior appearance of the Unit without prior approvals of the Association or of the Declarant, its respective heirs, successors, or assigns.

5. Decorations; Signs; Patios, Decks and Porches. No Unit Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. Other than as specifically provided in sec. 703.105, Wis. Stats., and subject to the Association's Rules and Regulations, no owner of a Unit may erect, post, or display religious symbols such as crosses or menorahs, or posters, signs, or advertising material on the Condominium Property; however, the Declarant may erect posters or signs for promotion and sale until all Units have been conveyed to an owner other than the Declarant. A Unit Owner may place upon the lawn a temporary sign relating to the sale of a Unit not exceeding 18" x 24"; any such sign shall be removed within 24 hours of accepting an offer to purchase. No awnings or enclosures shall be installed on patios, decks, or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association; all grills must be covered and all covers must be in good repair. Patios, decks, and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc., or for airing or drying of laundry, carpet, rugs, or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by the Rules and Regulations adopted by the Board of Directors pursuant to the By-Laws and in accordance with the Regulations and Ordinances of the City of Mequon.

6. Landscaping and Gardening. Except as otherwise approved from time to time by the Association, the maintenance and care of landscaping, lawns, yards, and other exterior portions of each Unit shall be provided exclusively by the Unit Owner who shall attractively maintain his Site at the Unit Owner's sole expense without interfering with another Unit Owner's quiet enjoyment of their property. The trimming, alteration, installation, or removal of any plantings outside the Unit Site, other than by the Association is strictly prohibited.

7. Unit Maintenance Standards. The Association, through the Board of Directors, shall be responsible for establishing from time to time minimum standards for the maintenance, upkeep, and repair of all Units and other improvements located on the Units (such

standards being herein referred to as "Unit Maintenance Standards"). Except to the extent reasonably necessary to take into account variations in the size, location, materials, and other characteristics of individual Units and improvements, such Unit Maintenance Standards shall be uniform as to all Units. Unit Maintenance Standards may be established through incorporation in the Rules and Regulations or through such other procedures as may be calculated to provide Unit Owners with reasonable notice of the terms and content of such Unit Maintenance Standards.

8. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

9. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE IX.

UTILITIES, WATER SUPPLY AND SEWAGE DISPOSAL

1. Utilities. Each Unit shall be separately metered for utilities.

2. Water Supply. Each Unit shall be connected to the water supply system constructed by Wisconsin Gas LLC and no individual wells shall be used or permitted.

3. Sewage Disposal. Each Unit shall be connected with the City of Mequon or other common sewer system, and no septic tank or other individual sewage system shall be used or permitted on any Unit or in the Condominium. Given the nature and location of the sewer facilities each Unit Owner, by taking title to that Unit, grants the right of access to the Unit Owner adjacent solely for the purpose of repair or replacement of the adjacent Unit's sewer lateral; all costs of repair or replacement of a sewer lateral, including restoration of other property, shall be the sole expense of the Unit Owner requiring that access.

ARTICLE X.

UNIT SITE AND COMMON AREA MAINTENANCE

1. General. Garbage pick-up, snowplowing (driveways) and shoveling (front walk), general landscaping, and maintenance of all Unit Site areas shall be the sole expense of the respective Unit Owner.

2. Trees. Declarant shall plant all trees in accordance with the Developer's Agreement dated August 28, 2007.

a. Maintenance. The care and maintenance of the trees Declarant plants within the Common Element and within the Limited Common Elements, including but not limited to, replacement, trimming and pruning, shall be the responsibility of the Declarant for a period of three (3) years from the date of planting and thereafter shall be the responsibility of the Association.

3. Detention Basin/Pond. The Declarant and the Association agree to maintain a detention basin/pond as the same is described in the Development Agreement for River Birch Condominium as approved by the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, on the 28th day of August, 2007. The relevant portion of that Development Agreement as contained in "City Engineer's Report", attached to that Development Agreement as Exh. B, section 5.g.1. thru 11. is attached hereto as Exhibit C and incorporated herein by reference. That portion of the Development Agreement engendered the "Detention Pond Maintenance and Access Agreement and related covenants" dated October 11, 2007, a copy of which (without attached legal description) is attached hereto as Exh. D and incorporated herein by this reference.

4. Maintenance of Common Areas. Any signs, monuments, structures or entranceway landscaping constructed by Declarant or the Association for the general benefit of River Birch Place residents shall be properly maintained by the Association.

5. Environmental Concerns. Certain areas of the Common Elements are subject to oversight and regulation by the Wisconsin Department of Natural Resources without whose specific consent no changes can be made.

ARTICLE XI.

ASSESSMENTS

1. Liability. The By-Laws shall set forth the manner of making and collecting assessments against the Unit Owners for Common Expenses of the Condominium and for Special Expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws, or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit Owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article IV hereof.

2. Late Payments. Any assessment or installment not paid when due shall be delinquent and the Unit Owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

3. Liens. If a Unit Owner defaults in the payment of any special expense, assessment or installment, the Association shall take appropriate measures as provided by law and in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure

reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

4. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit Owner to pay such assessment is not hereby extinguished.

5. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold, provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

6. Working Capital Deposit. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned without interest to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments.

7. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof, provided that the monthly installment shall be prorated on a daily basis.

ARTICLE XII.

CONSTRUCTION OF IMPROVEMENTS BY UNIT OWNER

1. Conveyance of Units. Declarant may, within his sole discretion, convey undeveloped Unit sites. Each owner of an undeveloped Unit site shall construct thereon a single-family one- (1) Unit building that conforms with the requirements of this Declaration and to a construction plan approved by the Declarant ("Approved Plan"). Any subsequent alteration or modification to such Approved Plan must be approved in writing by the Declarant or his successors or assigns prior to construction. The Declarant or the Association shall have the right to bring an action at law or equity to remove or correct any part of a building constructed by a Unit Owner which is not in compliance with the requirements of this Declaration, the Approved Plan, or any approved alteration thereof.

2. Declarant's Right to Repurchase Undeveloped Units.

(a) By acceptance of a Deed for an undeveloped Unit, each owner of an undeveloped Unit site covenants to commence and complete construction of a single-family one- (1) Unit building in accordance with the following timetable ("Construction Schedule"): each such Unit Owner shall commence construction within twelve (12) months after the date of the initial conveyance of the undeveloped Unit site by Declarant to each such Unit Owner ("Initial Conveyance Date"), and shall complete construction of a home within two (2) years after the Initial Conveyance Date. For purposes of this section, a Unit shall be deemed complete upon the issuance of an occupancy permit by the City of Mequon. If any such Unit Owner fails to comply with his or her Construction Schedule, Declarant may, at his option, at any time after such Construction Schedule's one- or two-year period (whichever is applicable) expires, prior to completion of such home, repurchase that site for a repurchase price equal to:

1. The initial purchase price of the undeveloped Unit site paid by the Unit Owner, without interest and less Declarant's selling expenses and administrative costs of such initial sale of the undeveloped Unit to the Unit Owner, plus

2. If the Unit Owner has begun construction of a Unit building, eighty-five percent (85%) of the value of any improvements, whether completed or uncompleted, existing on the Unit site as of the date of reconveyance to Declarant. The value of such improvements shall be the fair market value as determined by a qualified appraiser selected by the Declarant and the Unit Owner ("Parties"). The cost of such appraisal shall be split equally between the Parties. If the Parties cannot agree on the choice of an appraiser, each Party shall select an appraiser, and the two appraisers so selected shall select a third appraiser. If the two appraisers selected by the Parties cannot agree on a third appraiser, such third appraiser shall be selected by the Metropolitan Builders Association of Greater Milwaukee, Inc., or a successor organization. All three appraisers shall render an appraisal of the fair market value of the improvements and the value of the improvements shall be the average of the two appraisals that are closest to each other in amount. Each Party shall pay the cost of the appraiser selected by such Party and fifty percent (50%) of the cost of the third appraiser. If the failure of a Unit Owner to complete construction of a home in accord with such Unit Owner's Construction Schedule is due to circumstances (other than financial) beyond the control of such Unit Owner, such Unit Owner may request in writing to Declarant that Declarant grant an extension of such Construction Schedule. Such request shall state the circumstances that caused the construction delay and the estimated time necessary to complete construction of the Unit. Declarant shall grant such request if he finds the request to be bona fide and in compliance herewith, but shall not be required hereunder to grant an extension exceeding one year.

(b) Declarant's right to repurchase an undeveloped Unit under this section shall be subordinate to and shall not impair, hinder, or otherwise affect the rights of any mortgagee or purchasers from Declarant's mortgagee.

(c) Except as provided in the preceding subsection, no conveyance of an undeveloped Unit site by a Unit Owner (other than Declarant) to a purchaser (other than Declarant) shall toll, reinstate, or in any other way affect the running of the time periods set forth in the Construction Schedule, or any extensions thereof, established for the undeveloped Unit site conveyed. Any such Purchaser from such Unit Owner shall take the undeveloped Unit site subject to the Construction Schedule established for such undeveloped Unit site and Declarant's right to repurchase such undeveloped Unit site as hereunder provided.

(d) Each Unit Owner of an undeveloped Unit site, by acceptance of a deed thereto, covenants to reconvey such undeveloped Unit site to Declarant pursuant to the terms and conditions of this section, by warranty deed, free and clear of all liens and encumbrances except any in existence prior to the Unit Owner's ownership of the undeveloped Unit site.

3. Grading, Landscaping, and Drainage.

(a) Grading and landscaping plans for each Unit utilizing mature shrubbery must be developed by or approved in advance by the Declarant or the Association or their respective heirs, successors, or assignees.

(b) All grading and landscaping shall be completed (in accordance with the plan approved by the Declarant or the Association, their heirs, successors, or assignees) within eighteen (18) months following the issuance of the occupancy permit for the home by the City of Mequon. If the approved grading and landscaping is not completed within eighteen (18) months from the date of the occupancy permit, the Unit Owner shall be liable for liquidated damages to the Declarant at the rate of Three Hundred Dollars ($300) per month for each month of non-completion.

(c) Final grading elevations and drainage easements must conform with the approved grading plan. To avoid a substantial increase in surface water drainage onto adjoining Units, the landscaping plans shall provide for adequate drainage, storage, and surface water toward adjoining streets and away from adjoining Units if natural drainage on the Unit is to be or has been altered by grading or landscaping by the Unit Owner.

4. Driveways. Each Unit shall be improved with a blacktop asphalt driveway extending from the street to the garage in the twelve (12) months following the issuance of an occupancy permit for the Unit by the City of Mequon.

ARTICLE XIII.

RESTRICTIONS ON USE AND OCCUPANCY

1. Residential Purposes Only. Each Unit shall be occupied by one family and used only for private dwelling purposes and for no other purposes, except that business activities may be conducted only by residents in their Unit if confined solely to the transaction of business by telephone or by Internet. No trade or business shall be carried on anywhere within the Condominium.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof, and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No animals, reptiles, or birds shall be permitted within the Condominium, except as stated in the Rules and Regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the Common Elements to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative, or unlicensed vehicles, and vehicles such as trailers, campers, camping trucks, house trailers, or the like shall not be stored, parked, or placed on the Condominium. Boats, boat trailers, vans, motorized bicycles, snowmobiles or land vehicles, and trucks may be stored, parked, or placed on the Condominium provided that they are so stored, parked, or placed only in a garage, and further provided that such storing, parking, or placing does not cause the displacement of another vehicle or other personal property to outside parking, storage or placement on the Condominium. No more than one personal automobile, van or truck may be parked (but not stored) overnight in a driveway of the Condominium for more than seven (7) consecutive nights (other than during college holiday vacations to accommodate Unit Owners' dependents) without a permit issued by the Board of Directors, which permit may be issued in the discretion of the Board of Directors to permit overnight parking in an area designated by the Board of Directors. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium. Garage doors shall be closed at all times except when in active use for ingress and egress.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited, and garbage containers shall be stored inside garages or situated only in locations designated by the Association and all empty containers shall be returned to their storage locations not later than 7:00 p.m. on collection days. No materials shall be consumed by fire in incinerators, open fires, or elsewhere.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except satellite dishes of a neutral color twenty-one (21) inches or smaller, any community antennas, or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the ACB. No structure, trailer, tent, shack, or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit Owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on or within the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable, and the storage or use of materials or substances having offensive, unpleasant or foul odors from the general enjoyment of the surrounding areas.

11. Outdoor Appearance. No clothes or other articles shall be hung outdoors or from the windows of the buildings, or draped over railings, for any such purpose whatsoever unless such clothing or articles are completely concealed from public view. Patio umbrellas and other outdoor furniture may be used by the Owners, provided that the color of same is inoffensive and neutral, as determined by the Architectural Control Board in its sole and absolute discretion. No storage or supply tanks, including without limitation, fuel tanks (except propane tanks mounted on portable barbecues or inside portable heaters), shall be permitted to be installed or maintained aboveground.

12. Parking Areas. Parking areas, including driveways and roadways on which parking is allowed, but not including garages, shall be used only for the parking of private passenger automobiles and vans used exclusively for personal use and which do not bear any commercial signs or advertisements. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period, and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped, cleaned, snowplowed, or for similar purposes.

13. Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for minor unanticipated repair or maintenance such as the changing of a tire, battery, etc.

14. Restrictions on Storage and Use of Recreational Vehicles. Trucks and recreational vehicles (which shall include, watercraft, snowmobiles, trail bikes, travel trailers and vans, motor homes, and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Common Area or undeveloped area of River Birch Place nor shall any such truck and recreational vehicle be parked, kept, or stored outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Such trucks and recreational vehicles shall also not be used or operated within River Birch Place except on dedicated streets in accordance with applicable traffic laws.

15. Vehicle Noise. All motorcycles and motor vehicles, including but not limited to, Mopeds and All Terrain Vehicles (ATV) shall be maintained so as not to produce offensive or vociferous noises, as determined by the Board of Directors in its sole discretion.

16. Acts Affecting Insurance. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XV hereof ("Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit Owner, as permitted by the provisions of Article XV hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Association shall without prejudice to any other remedy of the Association and shall be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

17. Legal Restrictions.

a. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium.

b. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Association shall cooperate with such Unit Owner in such proceedings, provided that the following "Conditions as to Contest" are satisfied:

i. Such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss, or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorney fees and other expenses reasonably incurred; and

ii. Such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings.

c. Further, such Unit Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that the following "Conditions as to Deferral of Compliance" are satisfied: (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest.

d. The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

18. Revisions. One (1) year after the conveyance of the last unsold Unit from the Declarant to any person other than the Declarant, such sections of this Article XIII as the Association's Board of Directors, by the affirmative vote of at least seventy-five percent (75%) of the Board, may determine can be removed from this Declaration and become the next available number section of the Association's "Rules and Regulations", subject to modification by the Association's Board of Directors.

ARTICLE XIV.

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty, or any other disaster affecting one or more Units or other improvements on the Condominium ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Unit Owner shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time. In the event that reconstruction or repair work is not accomplished within a reasonable time, the Board of Directors of the Association may elect to have the work done itself and charge the full cost thereof as

an extraordinary assessment against the Unit or Units benefiting from the work or, as an alternative thereto, the Association by written consent of two-thirds (2/3) of its members may make the determination not to repair or reconstruct. If such a determination not to reconstruct or repair is reached, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the members having seventy-five percent (75%) or more of the votes cast in person or by proxy or otherwise as in accordance with the Act, except that the net proceeds of insurance for a Building and net proceeds of sale of such Buildings which are removed from the Condominium by partition shall be distributed to owners and Mortgagees of such Units in proportion to the ratio of the most current appraised replacement value of each Unit to the total appraised replacement value of the Building of which that Unit is a part. Extraordinary assessments made as provided in this Article XIV shall be assessed in the same manner as if the assessment is a special assessment, and such extraordinary assessment shall give to the Association the same entitlement to a lien and the same rights with respect to collection as described in this Declaration and the By-Laws.

2. Condemnation. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in sec. 703.19, Wis. Stats. (2003), as the same may be amended from time to time.

ARTICLE XV.

INSURANCE – ASSOCIATION POLICIES

1. Association Property and Casualty Insurance. The Association shall obtain and continue in effect single entity insurance coverage on the Buildings and other improvements on or within the Condominium and within the Units as provided in the Bylaws of the Association.

2. Association Liability Insurance. The Association shall provide public liability insurance covering the Common Elements and the Limited Common Elements and Directors', officers' and committee members' liability insurance in such amounts as may be determined in the discretion of the Board of Directors from time to time. The Association may also provide workmen's compensation insurance and such other insurance coverage, as in the opinion of the Board of Directors of the Association, is reasonably necessary and not inconsistent with the Declaration and By-Laws of the Association and fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

3. Exclusions from Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage obtained by the Association or appertaining to the exclusive use of a Unit; (ii) additional living expense due to loss of use of a Unit; (iii) any loss assessment due to damage to the Common or Limited Common Areas not covered by insurance or damages which the Association may be obligated to pay from whatever source; (iv) any liability coverage on a Unit Owner, its guests, invitees, employees of such Unit and/or relating in any way whatsoever, including, but not limited to, medical payments. It is the sole responsibility for each Unit Owner to obtain such insurance coverages as are excluded form the insurance coverage obtained by the Association.

4. Unit Owner's Insurance. The provisions of Section 1, above, are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reasons of the provisions of this Article XV.

5. Cost.

a. All insurance premiums for any insurance coverage obtained by the Board of Directors pursuant to Section 1, above, shall be a Special Expense of the Condominium and not a Common Element Expense. They shall be charged to each Unit based upon the ratio of its "declared value" to the total "declared value" of all Units in the Condominium and shall be paid by the Unit Owner to the Association within ten (10) days of billing, and if not promptly paid, shall be subject to the late payment and lien provisions of Sections 3 and 4 of Article XI, above.

b. To facilitate the insurance cost allocation, each Unit Owner shall promptly on request send the Association or its designated agent the "declared value" of that Unit for purposes of the property and casualty insurance.

c. All insurance premiums for insurance coverage obtained by the Board of Directors pursuant to Section 2, above, shall be a Common Element Expense of the Condominium, the costs of which shall be included in the Association's general Annual Budget.

ARTICLE XVI.

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of three (3) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Notwithstanding other restrictions within this Declaration, pending the sale of all of the Units on the Condominium, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not

exceed six (6) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the development, sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models, showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XVII.

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the

Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XXI hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XVIII.

REMEDIES FOR VIOLATION BY UNIT OWNER

1. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or entity violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period (the "Consideration Period") which shall include thirty (30) days from the date of the filing with the Association of a petition by any person or entity who shall be a Unit Owner subject to this Declaration on the date of the filing (the "Petitioner"), petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. (Nothing herein shall be deemed to limit the rights of the City of Mequon or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration.) The Consideration Period shall be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the Petitioner within the Consideration Period, thereafter the Petitioner shall have the right to enforce the provisions of this Declaration (except for the collection of charges and assessments under Article XI),

to the extent that the Petitioner shall so have petitioned, by proceedings at law or in equity against any person or entity violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both; provided, however, that the Petitioner and each such person or entity against which the proceedings are to be brought shall be a Unit Owner at the time of commencement of such proceedings and that the Petitioner shall commence the proceedings within a period of sixty (60) days from the earlier to occur of (1) the date of the Association's denial of such petition, or (2) the passage of the Consideration Period. The Association or the Petitioner, as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration in which the Association or the Petitioner is the prevailing party. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the Unit Owners of the Units damaged by the violation pro rata based upon the extent to which each Unit has been damaged

2. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any rules and regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

3. Enforcement by Association. The Association shall not have the right to enforce any provisions of the Declaration, the Bylaws, or the Rules and Regulations (the "Condominium Documents") against any Unit Owner for failing to comply with any provision of this Condominium Documents, unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured fifteen (15) days after delivery of the notice. Thereafter, the Association shall have the right to take any and all actions necessary to enforce the terms of the Condominium Documents, including, without limitation, (a) correcting the failure at the Unit Owner's expense and levying a special assessment to cover the Association's costs (a "Default Special Assessment") against the Unit Owner's Unit, or (b) enforcing the provisions of the Condominium Documents by proceedings in law or equity. No prior written notice shall be required when an emergency condition (such as the threat of imminent harm to persons or property) exists and the Association takes immediate action to remedy the same. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of the Condominium Documents, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIX.

SERVICE OF PROCESS

Service of process shall be made on Waldemar W. Lange, 533 E. Cedar Ln., Mequon, WI 53092, as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XX.

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit (upon prior request and at times convenient for the owner or occupant thereof) by itself or its agents or any person authorized by the Board of Directors to make installations, alterations, or repairs, provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the sole expense of the Unit Owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XXI.

AMENDMENT OF DECLARATION

1. Procedure. This Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit Owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least two-thirds (2/3) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws, or Rules and Regulations which establish, provide for, govern, or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens, or the priority of assessment liens;

c. Responsibility for maintenance and repair;

d. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

e. Redefinition of any Unit boundaries;

f. Reallocation of interests in the Common Elements or rights to their use.

g. Convertibility of Units into Common Elements or of Common Elements into Units;

h. Leasing of Units;

i. Imposition of any restriction on a Unit Owner's right to sell or transfer his or her Units;

j. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

k. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

3. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XXII.

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use any gender shall include all genders.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit Owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own all 13 one-thirteenth (1/13) interests, less one-thirteenth (1/13) interest for each Unit already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XIV, XVI or XVII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

W. W. LANGE, LLC

By: Waldemar W. Lange
Waldemar W. Lange, Member

SAMIRA Z. BOURKADI NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)

COUNTY OF OZAUKEE)

Personally came before me this ____ day of September, 2014, the above-named Waldemar W. Lange, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Samira Z. Bourkadi
Notary Public, State of Wisconsin.
My Commission: Nov 15th, 2015

This instrument was drafted by:

Attorney F. Patrick Matthews
Matthews Law Offices, S.C.
123 W. Campus Court
Wind Point, WI 53402
Ph: 414-278-0800
email: fpm@mattlaw.biz

"RIVER BIRCH PLACE ADDENDUM NO. 1"

A CONDOMINIUM IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

Lots 2 and 3 of Certified Survey Map No. 3692, being a redivision of Parcels 1 & 2 of Certified Survey Map No. 946 and lands in the Southwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This condominium is a correct representation of "RIVER BIRCH PLACE ADDENDUM NO. 1" and the identification and location of each unit, and to the extent feasible the common elements can be determined from this plat. The diagrammatic outline shows only the approximate dimensions, areas and location of each unit.

3-6-2014
Date

James G. Schneider
Surveyor – S-2127

WISCONSIN JAMES G. SCHNEIDER S-2127 MEQUON, WI LAND SURVEYOR

DENOTES COMMON ELEMENT

GARAGE TYPE LEGEND:

(S) DENOTES CONDOMINIUM UNIT REQUIRING A SIDE LOADING GARAGE

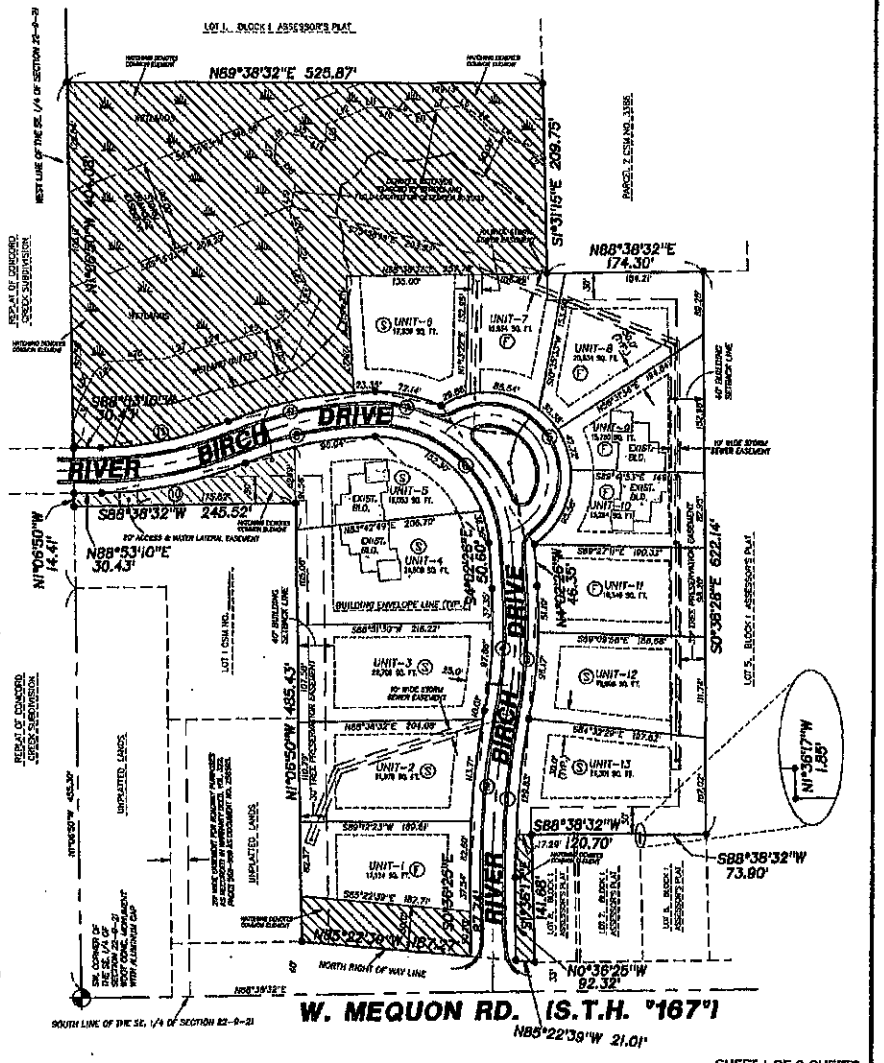
(F) DENOTES CONDOMINIUM UNIT REQUIRING A FRONT LOADING GARAGE

NOTES :

1. ● DENOTES STEEL PIPE FOUND
2. ALL AREAS OUTSIDE THE UNITS SHALL BE COMMON ELEMENT (HATCHED AREAS).
3. SEE SHEET 2 FOR INDIVIDUAL UNIT CURVE DATA TABLE
4. SEE SHEET 2 FOR EASEMENT EXHIBIT

WETLAND LINE		
LINE	LENGTH	BEARING
L1	87.06	S01°31'14"E
L2	16.86	N47°42'14"W
L3	16.92	N56°19'29"W
L4	35.82	N64°53'25"W
L5	28.10	N46°08'20"W
L6	19.33	N70°03'49"W
L7	33.58	S77°19'07"W
L8	22.28	S79°54'24"W
L9	16.51	N63°18'44"W
L10	15.46	N83°09'08"W
L11	15.10	S84°38'14"W
L12	47.83	S67°21'35"W
L13	19.06	S04°46'15"W
L14	14.04	N71°26'33"W
L15	28.96	N80°11'42"W
L16	18.81	S45°59'07"W
L17	16.09	S01°33'36"W
L18	35.92	S39°54'48"E
L19	32.19	S11°50'56"W
L20	32.48	S17°16'53"E
L21	29.05	S00°37'08"E
L22	17.75	S27°11'04"E
L23	30.20	S16°17'12"W
L24	31.00	S45°01'09"W
L25	52.97	S74°22'01"W
L26	38.24	S76°34'28"W
L27	36.49	S72°05'38"W
L28	64.16	S86°29'54"W
L29	17.76	S52°46'55"W
L30	33.75	S26°24'34"W
L31	30.43	S18°26'58"W

MAIN CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
1	177.05'	955.45'	176.80'	S4°42'06"W	10°37'02"
2	186.31'	1015.45'	186.05'	S4°42'06"W	10°37'02"
3	147.27'	600.53'	146.90'	N2°59'06"E	14°03'03"
4	135.01'	550.53'	134.67'	N2°59'06"E	14°03'03"
5	289.05'	91.69'	183.37'	N34°13'19"W	180°37'53"
6	188.86'	125.00'	171.40'	N47°19'25"W	86°33'59"
7	75.68'	175.00'	75.09'	N78°13'05"W	24°45'39"
8	147.99'	375.00'	147.03'	S78°05'15"W	22°36'42"
9	167.72'	425.00'	166.64'	S78°05'15"W	22°36'42"
10	163.96'	425.00'	162.95'	N77°50'02"E	22°06'16"
11	144.67'	375.00'	143.78'	N77°50'02"E	22°06'16"



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NSE NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin 53092
(262) 241-8400 • FAX: (262) 241-5337

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 2 SHEETS

EXHIBIT A 1 OF 2

"RIVER BIRCH PLACE ADDENDUM NO. 1"

A CONDOMINIUM IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

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SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This condominium is a correct representation of "RIVER BIRCH PLACE ADDENDUM NO. 1" and the identification and location of each unit, and to the extent feasible the common elements can be determined from this plat. The diagrammatic outline shows only the approximate dimensions, areas and location of each unit.

3-6-2014
Date

James G. Schneider
Surveyor – S-2127

COMMON COUNCIL RESOLUTION

"Resolved that the plat known as "RIVER BIRCH PLACE ADDENDUM NO. 1" in the City of Mequon which has been filed for approval, be and hereby is approved as required by the City of Mequon."

APPROVED _____
DAN ABENDROTH, Mayor

I, Lee Szymborski, being the Clerk of the City of Mequon, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Mequon on this _____ day of _____, 20____.

_____
LEE SZYMBORSKI, City Clerk

CITY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

I, Tom Watson, Director of Finance for the City of Mequon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20____, on any of the land included in the plat of "RIVER BIRCH PLACE ADDENDUM NO. 1".

Dated: _____, 20____.

_____
TOM WATSON, Director of Finance

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON, WI
LAND SURVEYOR

NOTES:

1. ● DENOTES STEEL PIPE FOUND
2. ALL AREAS OUTSIDE THE UNITS SHALL BE COMMON ELEMENT (HATCHED AREAS).

DENOTES COMMON ELEMENT

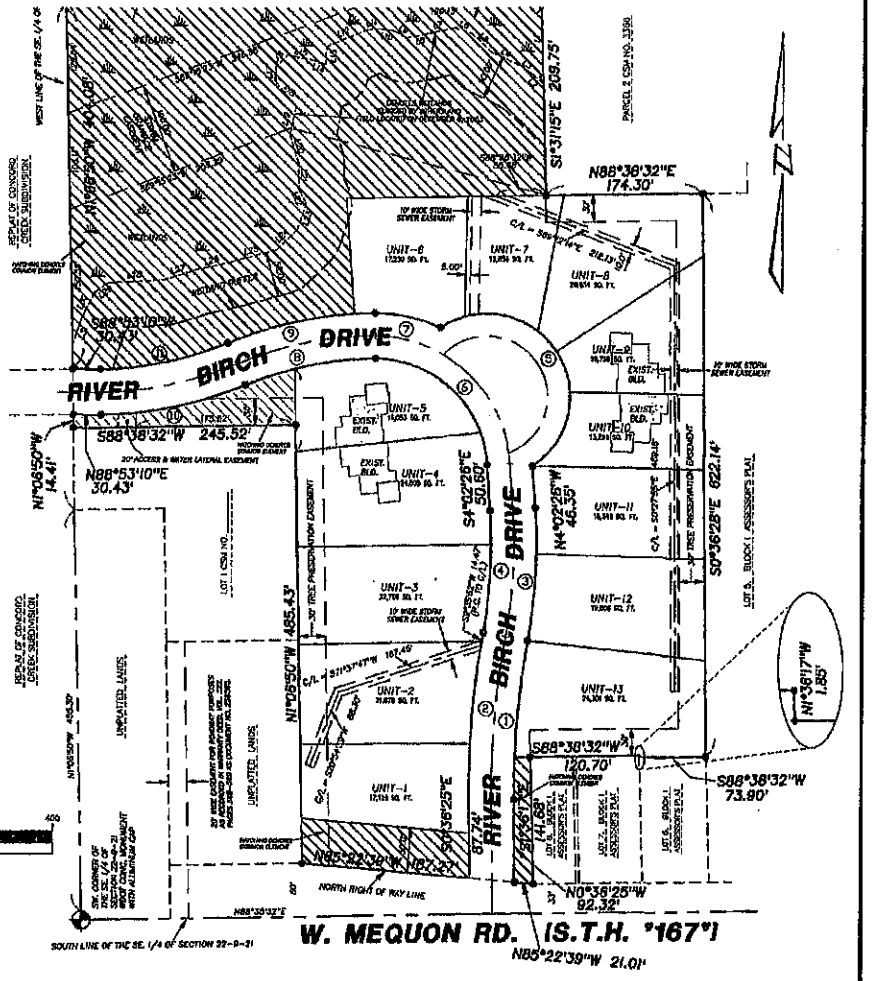
INDIVIDUAL UNIT - CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
1-NE	62.60'	1005.45'	62.59'	S01°10'35"W	3°34'02"
2	113.71'	1005.45'	113.65'	S06°12'00"W	6°28'47"
3-SE	10.01'	1005.45'	10.01'	S09°43'30"W	0°34'13"
3-NE	97.66'	550.53'	97.53'	N04°55'48"E	10°09'49"
4-SE	37.35'	380.53'	37.34'	N02°05'50"W	3°53'14"
4-NE	36.56'	125.00'	36.43'	N12°25'10"W	16°45'85"
5-NE	152.36'	125.00'	143.05'	N55°48'09"W	69°48'93"
5-NW	90.04'	375.00'	89.82'	S82°30'52"W	13°45'25"
6-SW	23.35'	425.00'	23.34'	S87°49'09"W	3°08'51"
6-S	75.68'	175.00'	75.09'	N78°13'06"W	24°46'39"
6-SE	29.86'	91.69'	29.73'	S64°45'43"W	18°39'41"
7	85.54'	91.69'	82.47'	N79°10'54"W	53°27'07"
8	30.38'	91.69'	30.24'	N42°57'58"W	19°59'56"
9	47.78'	91.69'	47.18'	N18°33'49"W	29°49'12"
10	95.56'	91.69'	91.29'	N26°18'17"E	59°42'56"
11	91.19'	600.53'	91.09'	N01°36'11"W	4°52'31"
12	96.17'	600.53'	96.07'	N05°25'20"E	9°16'32"
13	129.93'	955.45'	129.73'	S06°07'02"W	7°47'08"

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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(EASEMENT EXHIBIT)



SHEET 2 OF 2 SHEETS

EXHIBIT A 2 OF 2

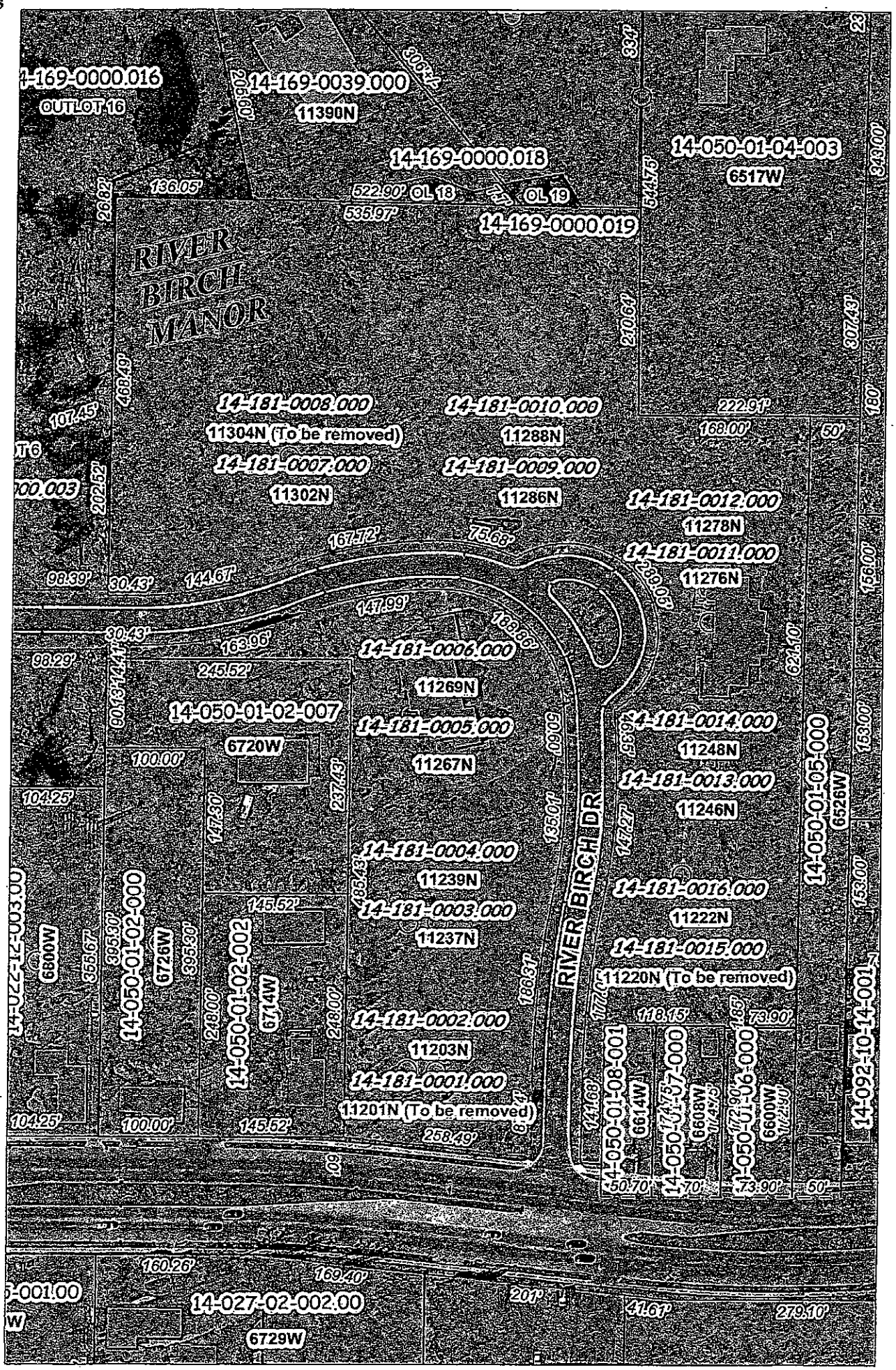

14-169-0000.016
OUTLOT 16
14-169-0039.000
11390N
14-169-0000.018
OL 18
OL 19
14-169-0000.019
14-050-01-04-003
6517W
RIVER BIRCH MANOR
14-181-0008.000
11304N (To be removed)
14-181-0007.000
11302N
14-181-0010.000
11288N
14-181-0009.000
11286N
14-181-0012.000
11278N
14-181-0011.000
11276N
14-181-0006.000
11269N
14-181-0005.000
11267N
14-181-0014.000
11248N
14-181-0013.000
11246N
14-181-0004.000
11239N
14-181-0003.000
11237N
14-181-0016.000
11222N
14-181-0015.000
11220N (To be removed)
14-181-0002.000
11203N
14-181-0001.000
11201N (To be removed)
14-050-01-02-007
6720W
14-050-01-02-000
6726W
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6714W
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6526W
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6614W
14-050-01-07-000
6608W
14-050-01-06-000
6600W
14-092-10-14-001
14-027-02-002.00
6729W
RIVER BIRCH DR

EXHIBIT B

EXHIBIT C

Detention Basin/Pond Maintenance Agreement, contained in "City Engineer's Report", which was attached to the August 28, 2007, Development Agreement as Exh. B, Section 5.g., par. 1. thru 11.

EXH. C-1

c. The Developer shall provide separate detail and soil analysis by a competent soils engineer for lots requiring fill. The results shall be made available to the City Engineer prior to final plat approval.

d. The grading plan shall include proposed finished yard grades. Certification will be required to within six (6) inches of finish yard grade.

e. Grading will be kept to a minimum.

f. The Developer is responsible for topsoiling, seeding and mulching, as required to all exposed ground surfaces to prevent erosion.

g. The Developer shall be responsible for topsoiling, seeding and mulching all exposed ground surface and damage caused by his utility contractors.

5. Storm Drainage System

a. Installation and construction of a complete storm drainage system, including stormsewer, culverts, curb and gutter, and open ditches as required to adequately drain the surface water from and through the development. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the approved roadway cross-section.

b. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis.

c. The development will be required to provide on-site stormwater detention and demonstrate to the City Engineer that the development will comply with the City's stormwater ordinance and MMSD Chapter 13 rules and regulations.

d. The Developer shall submit hydrologic calculations for the 2, 10 and 100 year development conditions.

e. The Developer shall provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, the retention pond must demonstrate that the 2, 10 and 100 year discharge rate will be less than pre-settlement conditions.

f. Six (6) inch PVC sump lines must be installed to pick up sump discharge to all lots that do not have roadside ditches. All sump lines will discharge into a storm sewer or another location approved by the City Engineer.

g. Detention Basin/Pond Maintenance Agreement:

The following requirements are applicable to this development and conditions of approval of the Preliminary Plat and the development agreement, pertaining to detention basin/pond maintenance.

1. Detention basin/pond shall be maintained and cared for by the Developer and subsequently, at such time as the Developer passes control of the subdivision and responsibility for general subdivision maintenance to the (Homeowners Association), it shall be maintained by the Association.

EXH. C-2

2. If, in the opinion of the City of Mequon, either the Developer (in keeping with the limitations upon its responsibility as expressed below) or the Association fail to maintain such detention basin/pond, and/or the owner of the remainder of the open space shall fail to maintain it, the City is authorized to give the Developer and/or the Association written notice requiring either or both within thirty (30) days thereafter, to cure the failure and to maintain and to provide the required care. If the Developer (in keeping with their limitations upon its responsibility as expressed below) or the Association fails to comply with the demands of the notice, the City shall have the right to provide the required maintenance and to include in the annual tax bill for each unit in this development a proportionate share of the cost of such maintenance.

3. Developer covenants and the City acknowledges that this development, Homeowners Association will be created or caused to be created by the Developer as a non-profit, non-stock, Wisconsin corporation; the members of which will be the individual owners of the units in this development.

   The City further acknowledges that the Developer intends to impose through agreement the above referenced maintenance responsibilities prior to the sale by the Developer of all the units in this Development. The Developer shall have no further responsibility for such maintenance, only after arms length sale of all the lots/units by the Developer.

4. The Developer/Association agrees, at its expense, to provide normal, visual and customary cleaning and maintenance to the detention basin(s), lake(s), and pond(s) located in this Development, which may include weed and algae control, bank stabilization, outlet structure (including trash rack), dredging and biological control.

5. Dredging of the detention basin/pond requires approval under Section 30.20 Wisconsin Statutes, a permit to remove materials from the bed of a pond ultimately connected to the Milwaukee River from the Wisconsin Department of Natural Resources (WDNR).

6. The application of EPA/State Registered Chemicals to detention basins/ponds or lakes is regulated the WDNR. With few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical treatment. In certain circumstances, a representative of the Department will monitor or supervise the chemical treatment. Contact the Department for additional information.

7. The detention basin(s)/pond(s) shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall be responsible to recertify the detention basin(s)/pond(s) as a condition of transferring ownership to the Homeowners Association.

8. The Developer shall establish a Drainage Letter of Credit in the amount of $4,000.00/unit. The Letter of Credit will extend for a period of five (5) years from the Common Councils approval of the Final Plat. The Developer, as a condition of releasing the Letter of Credit, shall have the detention basin(s)/pond(s) recertified. The Developer is responsible to rectify any deficiencies. After certification by the developer at expiration of the Letter of credit and approval by the City Engineer, the maintenance and inspection shall be transferred to the Homeowners Association.

   The detention basin(s)/pond(s) shall be inspected in compliance with the Inspection Report Form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Homeowners Association and City Engineer for review and approval. Specific areas shall include, but not limited to:

EXH. C-3

- Pond Containment Berms are Stable and Free of Animal Burrowings
- Detention Storage Volume
- Erosion
- Vegetative Cover
- Sediment Accumulation
- Trash Rack/Culvert Functions
- Outlet Flow
- High Water Level
- Water Surface Elevation at time of Survey
- Normal Pond Water Level
- Emergency Overflow

9. The City Engineer has the authority to stop work, amend, or alter remediation measures to the detention basin/ponds. Failure to comply will result in the issuance of a municipal citation in an amount prescribed by law, not less than Thirty Dollars ($30.00) nor more than Five Hundred Dollars ($500.00), and the costs to prosecute for each violation. Each day a violation exists shall constitute a separate offense.

10. Upon seventy five percent (75%) of the lots within this development being sold, a Homeowners Association shall be created.

11. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

This agreement shall be recorded with the Ozaukee County Register of Deeds office. The Development covenants and restrictions shall include this language and not by reference.

6. Erosion and Run-off Control

a. Installation and construction of improvements in the proposed development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and Department of Natural Resources "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements, with respect to erosion and sedimentation control. Temporary stormwater quality measures during construction activities shall include, as a minimum, the installation of silt fence and temporary sediment basins.

b. The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or designated agent. The City may request temporary mulching if ground is exposed for more than seven (7) days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established Best Management practices. The City will decide what situation is appropriate for sod and will determine the sediment trap method to be used.

c. The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

d. Excavated soil shall not be allowed to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

e. The surface of exposed bare soils shall be protected by mulches or by temporary annual grasses, or erosion matting.

EXH. C-4

DENTENTION POND MAINTENANCE AND ACCESS AGREEMENT AND RELATED COVENANTS

THIS DETENTION POND MAINTENANCE AND ACCESS AGREEMENT AND RELATED COVENANTS are made and entered into this 11 day of October, 2007, by and between W.W.Lange,LLC, hereinafter called the "Developer", and the City of Mequon, a municipal corporation, of Ozaukee County, Wisconsin, hereinafter called the "City".

WITNESSETH;

WHEREAS, the Developer and the City have entered into that certain Development Agreement dated August 28, 2007 ("Development Agreement"), relating to the development of River Birch Place, a subdivision located in the City and legally described in Exhibit A attached hereto; and

WHEREAS. Developer has subdivided the Property and desires to establish for the benefit of itself and the owners of the lots in the Property certain nonexclusive easements in, to, over and across portions of the Property for one detention pond and related facilities and a perpetual easement for the maintenance of the detention pond and related facilities; and

WHEREAS, the City has, pursuant to its land division and zoning ordinances, and engineering standards regulating land development and design and performance standards associated therewith, imposed certain conditions upon plat and other approvals, and the parties have entered into a Development Agreement to insure, in part compliance with such requirements; and

WHEREAS, Developer desires to make certain other covenants and agreements as hereinafter are more specifically set forth, in order to provide for compliance with such requirements now and in the future.

NOW, THEREFORE, in consideration of the payment of $1.00 and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The detention pond, which is to be constructed in accordance with the Department of Public Works Engineering Division City Engineer's Report in Exhibit B to the Development Agreement, shall be perpetually maintained and cared for in accordance with the standards of the City Engineering Department, the City Ordinances and the rules of Milwaukee Metropolitan Sewage District such that they are maintained to the same design and performance standards to which they were constructed, and accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

2. The initial maintenance obligations shall be the responsibility of the Developer until the "River Birch Place Homeowners Association, Inc."(Association") is incorporated, at which time pursuant to the "Declaration of Restrictions and Homeowners Association for River Birch Place ("Declarations") the detention pond shall be maintained by the Association.

3. If in the opinion of the City of Mequon, either the Developer, in keeping with the limitation upon its responsibility as expressed below or subsequently, the Association fails to maintain such detention pond as provided in the Development Agreement and this Agreement, the City may give the Developer

or subsequently, the Association written notice by first class mail to cure the failure to maintain within thirty (30) days of the date of said notice. If the Developer or subsequently, the Association fails to comply with the demands of the notice, the City shall have the right to provide the required maintenance and assess the costs of such work against the Association members as current charges for special services pursuant to Section 66.0627 of Wisconsin Statues, or by special assessments pursuant to Section 66.0703,et seq., Wisconsin Statutes.

4. Developer covenants and the City acknowledges that the "River Birch Place Homeowners Association, Inc." will be created or caused to be created by the Developer as a non-stock Wisconsin Corporation, the existence of which shall be perpetual, and the members of which will be the individual owners of the lots in River Birch Place, solely by virtue of the fact of ownership of one or more of such lots. Said Association shall have the responsibility for the perpetual care and maintenance of the detention pond and all stormwater facilities within the Development, and shall have the power to assess its members to raise such sums as shall be necessary to carry out such responsibility. The City further acknowledges that the Developer intends to impose, through recordation of the "Declaration and Restrictions and Homeowners Association for River Birch Place", the above referred to maintenance responsibility upon the Association. However, it is distinctly understood and agreed that the Developer remains liable for the maintenance prior to the creation of the Association.

5. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

6. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

7. Recording. The Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

8. Governing Laws. The laws of the State of Wisconsin shall apply to the Agreement.

9. Severability. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid, or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Binding of Future Parties. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to benefit of and be binding upon the parties, their successors and assigns

THE CITY OF MEQUON

COMMON COUNCIL

Christine Nuernberg, Mayor

DEVELOPER

River Birch Place
By: W.W. Lange, LLC

by: W.W. Lange,
Managing Member

EXH. D-2

Lee Szymborski, City Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 1 day of February, 2008 the above-named Christine Nuernberg, Mayor and Lee Szymborski, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Debra E. Haberman

Notary Public, State of Wisconsin
My commission Expires: 6-19-11

DEBRA E. HABERMAN NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) SS
Ozaukee County)

Personally came before me this 11 day of OCTOBER, 2007, the above-named W. W. Lange, as Managing Member of W.W. Lange,LLC to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Gayanne L. Straub

Notary Public, State of Wisconsin
My Commission

Expires: 2/13/2011

GAYANNE L. STRAUB NOTARY PUBLIC STATE OF WISCONSIN

EXH. D-3

RIVER BIRCH LEGAL DESCRIPTION

Parcels 1 & 2 of Certified Survey Map No. 946 and lands, being a part of the Southwest ¼ of the Southeast ¼ of Section 22, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast ¼ of said Section 22; thence N1°06'50"W (also rec. as N1°06'51"W) along the West line of said ¼ Section, 455.30 feet to the point of beginning of the land to be described; thence continuing N1°06'50"W (also rec. as N1°06'51"W) along the West line of said ¼ Section and the West line of Certified Survey Map No. 946, 558.62 feet to Northwest corner of Parcel 2 of Certified Survey Map No. 946; thence N89°38'32"E (also rec. as N89°38'31"E) along the North line of said Parcel 2, 525.87 (also rec. as 535.97) feet to a point in the West line of Certified Survey Map No. 3366; thence S1°31'15"E (also rec. as S0°36'29"E) along the West line of said Certified Survey Map No. 3366, 209.75 (also rec. as 210.64) feet to the Southwest corner of said Certified Survey Map No. 3366; thence N88°38'32"E (also rec. as N88°38'31"E) along the South line of said Certified Survey Map No. 3366, 174.30 (also rec. as 168.00) feet to a point in the East line of Parcel 2 of Certified Survey Map No. 946 and the West line of Lot 5, Block 1, Assessor's Plat; thence S0°36'28"E (also rec. as S0°36'29"E) along the East line of said Parcel 2 of Certified Survey Map No. 946 and the West line of Lot 5, Block 1 Assessor's Plat, 622.14 (also rec. as 621.10) feet to the Northeast corner of Lot 6, Block 1, Assessor's Plat; thence S88°38'32"W (also rec. as S88°38'31"W) along the North line of Lot 6, Block 1, Assessor's Plat, 73.90 feet to a point in the East line of Lot 7, Block 1, Assessor's Plat; thence N1°36'17"W (also rec. as N0°36'29"W) along the East line of said Lot 7, 1.85 feet to the Northeast corner of said Lot 7; thence S88°38'32"W (also rec. as S88°38'31"W) along the North line of said Lot 7 and Lot 8, Block 1, Assessor's Plat, 120.70 (also rec. as 118.15) feet to the Northwest corner of said Lot 8; thence S1°36'17"E (also rec. as S0°36'29"E) along the West line of said Lot 8, 141.68 to a point in the North right of way line of W. Mequon Rd. (S.T.H. "167"); thence N85°22'39"W along said North right of way line, 258.49 feet to a point in the West line of Parcel 1 of certified Survey Map No. 946; thence N1°06'50"W (also rec. as N1°06'51"W) along the West line of said Parcel 1, 248.00 feet; thence S88°38'32"W, 145.52 feet; thence N1°06'50"W, 147.30 feet; thence S88°38'32"W, 100.00 feet to the point of beginning.

Said lands containing 12.211 acres of land, more or less.

EXHIBIT E