


# EXECUTIVE SUMMARY

Condominium Name: Rivers Run


This Executive Summary was prepared or revised on 5/1/19 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

**This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.**


## 1. Condominium Association Management and Governance

- ♦ Condominium association name Rivers Run H.O.A.
- ♦ Association address 854 Rivers Run De Pere WI 54115
- ♦ The association is managed:
  - ☒ By the Unit Owners (self-managed)
  - ☐ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- ♦ Person(s) to be contacted for more information about the condominium Scott McCormick
- ♦ Address, phone number, and other contact information for the contact person 920 676 6650 scottmccormick@199ride@gmail.com

 For condominium document references regarding association governance and a condominium contact person, see SAME and/or read and comply with HOA Document

## 2. Parking


- ♦ Number of parking spaces assigned to each Unit: 0 Number Outside 0 Inside 0
  - ☐ Common Element ☐ Limited Common Element ☐ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- ♦ Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$ \_\_\_\_\_ per \_\_\_\_\_ Other (specify): \_\_\_\_\_
- ♦ Parking assignments reserved or designated on the plat or in the condominium documents:
  - ☒ No ☐ Yes -- Where? \_\_\_\_\_
- ♦ Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- ♦ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- ♦ Describe parking available for visitors Park on Rivers Run Road
- ♦ Describe any other parking restrictions \_\_\_\_\_

 For condominium document references to parking, see \_\_\_\_\_

## 3. Pets


- ♦ Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: \_\_\_\_\_

♦ Pet rules and restrictions: \_\_\_\_\_

 For condominium document references regarding pet rules, see \_\_\_\_\_


#### 4. Unit Rentals

♦ May Unit Owners rent out their condominium units? ☐ No ☐ Yes -- describe the limitations and restrictions on unit rentals: \_\_\_\_\_

 For condominium document references regarding unit rentals, see \_\_\_\_\_


#### 5. Special Condominium Amenities or Features

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(describe any special amenities and features)  
♦ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: \_\_\_\_\_

 For condominium document references regarding special amenities, see \_\_\_\_\_

#### 6. Unit Maintenance and Repair Responsibilities

♦ A Unit Owner's responsibilities for unit maintenance and repair include: \_\_\_\_\_

 For condominium document references regarding unit maintenance and repair responsibilities, see \_\_\_\_\_

#### 7. Common Element and Limited Common Element Maintenance, Repair and Replacement

♦ Person(s) responsible for common element maintenance, repair and replacement: \_\_\_\_\_


♦ Repair and replacement of the common elements is paid for by:

- ☒ Unit Owner assessments  
☐ Reserve funds  
☐ Both  
☐ Other (specify): \_\_\_\_\_

♦ Person(s) responsible for limited common element maintenance, repair and replacement: \_\_\_\_\_

♦ Repair and replacement of the limited common elements is paid for by:

- ☒ Unit Owner assessments  
☐ Reserve funds  
☐ Both  
☐ Other (specify): \_\_\_\_\_

 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see \_\_\_\_\_

#### 8. Reserve Funds

♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ No ☐ Yes

♦ Does the association have a Statutory Reserve Account\*? ☐ No ☐ Yes

**Note:** This amount is current as of the date this Executive Summary was prepared or revised.



**\*Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

◆ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☐ No

◆ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: \_\_\_\_\_



◆ Has the Declarant (developer) reserved the right to expand this condominium in the future?

- ◆ Expansion period ends:



♦ Unit Owner may alter a unit or enclose limited common elements ☒ No ☐ Yes

◆ Describe the rules, restrictions and procedures for enclosing limited common elements:



♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes




♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No

☐ Yes -- amount charged: \$

 For condominium document references to fees charged in connection with a unit ownership transfer, see \_\_\_\_\_


#### 14. Payoff Statement Fee

- ♦ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☐ No ☐ Yes -- amount charged: \$ \_\_\_\_\_

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see \_\_\_\_\_

#### 15. Disclosure Materials Fee


- ♦ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ☐ Yes-- amount charged: \$ \_\_\_\_\_

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see \_\_\_\_\_

#### 16. Other restrictions or features (optional): \_\_\_\_\_

#### 17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see \_\_\_\_\_

This Executive Summary was prepared on the date stated on page one by Scott McCormick  
HOA President (print name and title or position).



**Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.



**Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

**CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!**

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

PLAT/CONDO RECORDING INFO

DOC. # 2247345

PLAT NAME:  
Rivers Run

DATE: 1-26-06

OWNER NAME(S):  
Schoen/Laird Fox River Dev LLC  
Benjamin W. Laird  
Stephen J. Schoen

REGISTER'S OFFICE )  
BROWN CO., WI )

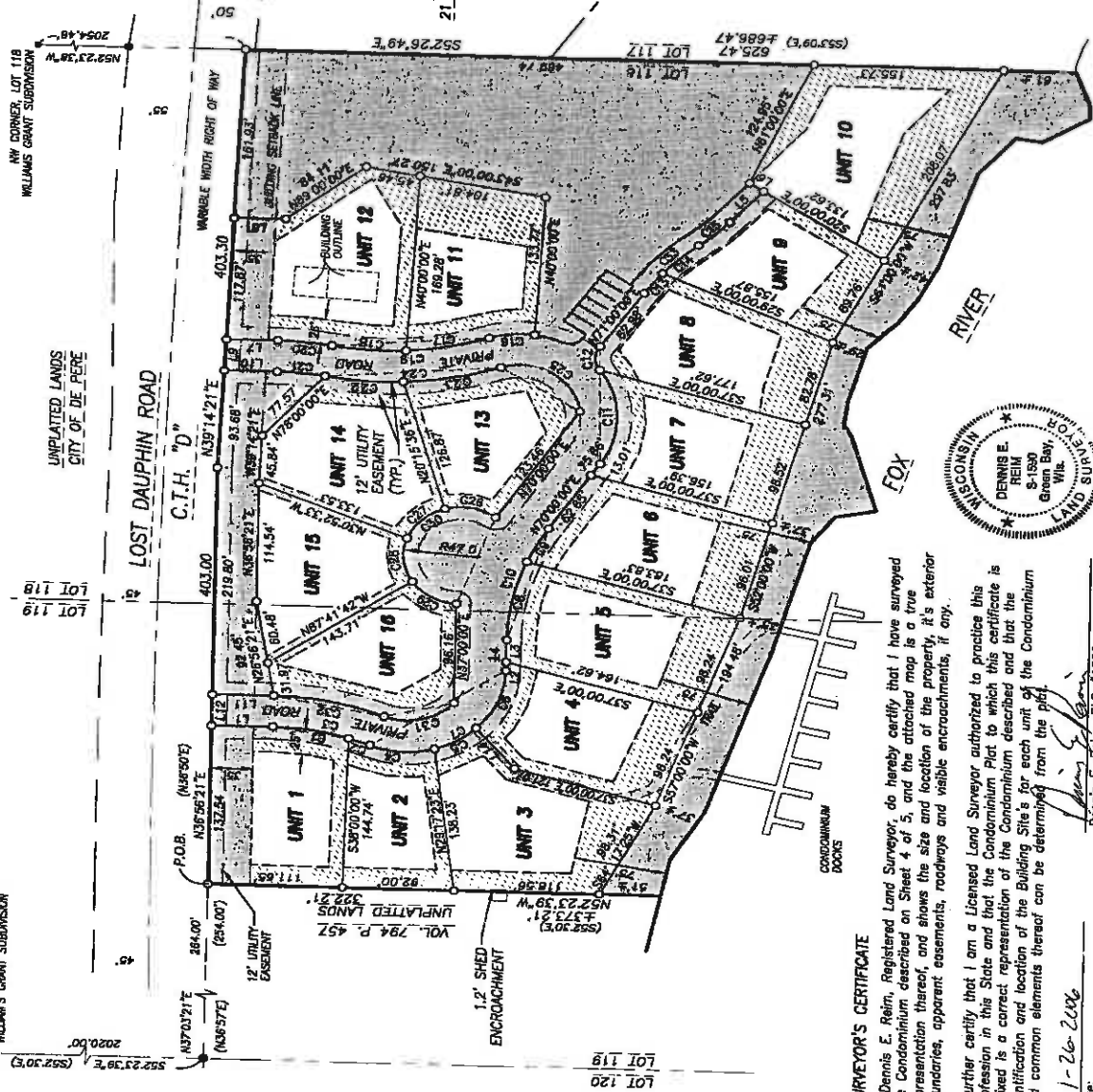
Received for record the 27th day of  
March A.D. 2006  
At 3:55 o'clock P M. and recorded in  
Vol. 4 of condo plats  
On page 347-351

CATHY WILLIQUETTE  
Register of Deeds

\$ 50<sup>00</sup>  
Filing fee

# RIVER'S RUN A LAND ONLY CONDOMINIUM

PART OF LOTS 118 AND 119 OF WILLIAM'S GRANT SUBDIVISION,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



Bearings are referenced to the South Line of Lot 119, William's Grant Subdivision, recorded as NS22°33'39"W, Brown County Coordinate System.

## LEGEND

- Existing 1" Outside of Iron Pipe, Unless otherwise noted
- 1"  $\phi$  x 24" Long Iron Pipe Set Min. WL 1.38 $\phi$ /Lin. FL
- ⊙ Recorded County Monument
- P.O.B. Point of Beginning
- ( ) Recorded Bearing or Distance
- Building Pad for each Unit. See Sheet 2 & 3 of 4, for details.
- General Common Element
- Limited Common Element for Individual Unit

See Sheet 4 of 5, for Line Data Table, Curve Data Table, and Legal Description.

REGISTER'S OFFICE  
Barrett Co., WI.

Received for record the 27th day of JULY, A.D. 2006, at 2:55 o'clock P.M. and recorded in Vol. 4 of RECORDS on page 347-348

*Dennis E. Reim*  
Register of Deeds

SHEET 1 OF 5

Robert L. Lee & Associates, Inc.  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1000 PARK DRIVE, SUITE 100  
MILWAUKEE, WI 53212  
PHONE: 414.224.1100  
FAX: 414.224.1101  
WWW.RLLA.COM

## SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Registered Land Surveyor, do hereby certify that I have surveyed the Condominium described on Sheet 4 of 5, and the attached map is a true representation thereof, and shows the size and location of the property, its exterior boundaries, apparent easements, roadways and visible encroachments, if any.

I further certify that I am a Licensed Land Surveyor authorized to practice this profession in this State and that the Condominium Plat to which this certificate is affixed is a correct representation of the Condominium described and that the identification and location of the Building Site's for each unit of the Condominium and common elements thereof can be determined from the plat.

*Dennis E. Reim*  
Dennis E. Reim, RLS #1590

Date:

1-26-2006



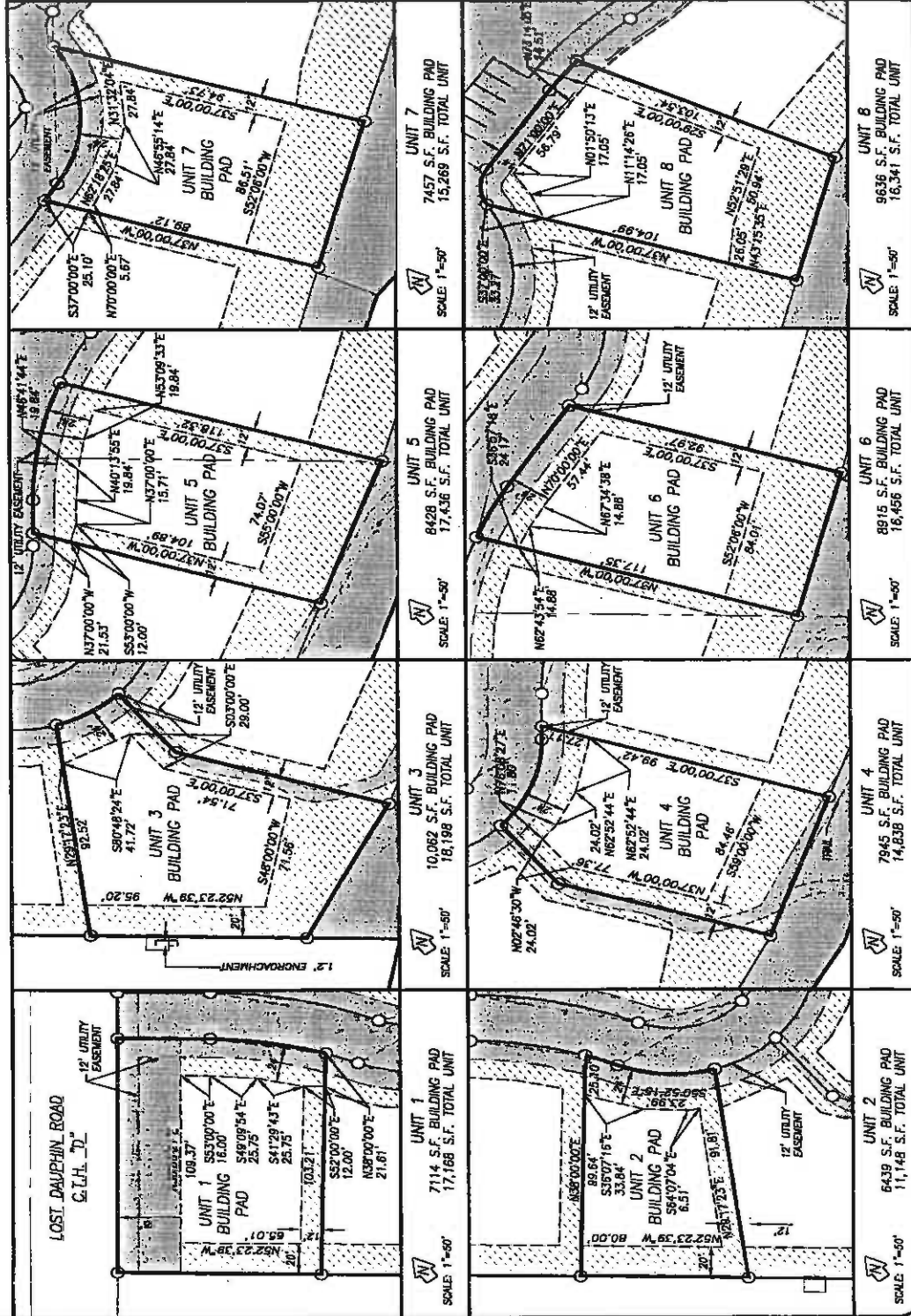


# **RIVER'S RUN** **A LAND ONLY CONDOMINIUM**

PART OF LOTS 118 AND 119 OF WILLIAM'S GRANT SUBDIVISION,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

Building Pad for each Unit.  
General Common Element  
Limited Common Element for Individual Unit

Robert R. Lee & Associates, Inc.  
6554 OLIVER ROAD, SUITE 200  
MILWAUKEE, WI 53224  
PHONE (414) 897-8441  
FAX (414) 897-8441  
WWW.RRLA.COM

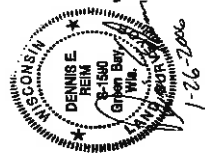
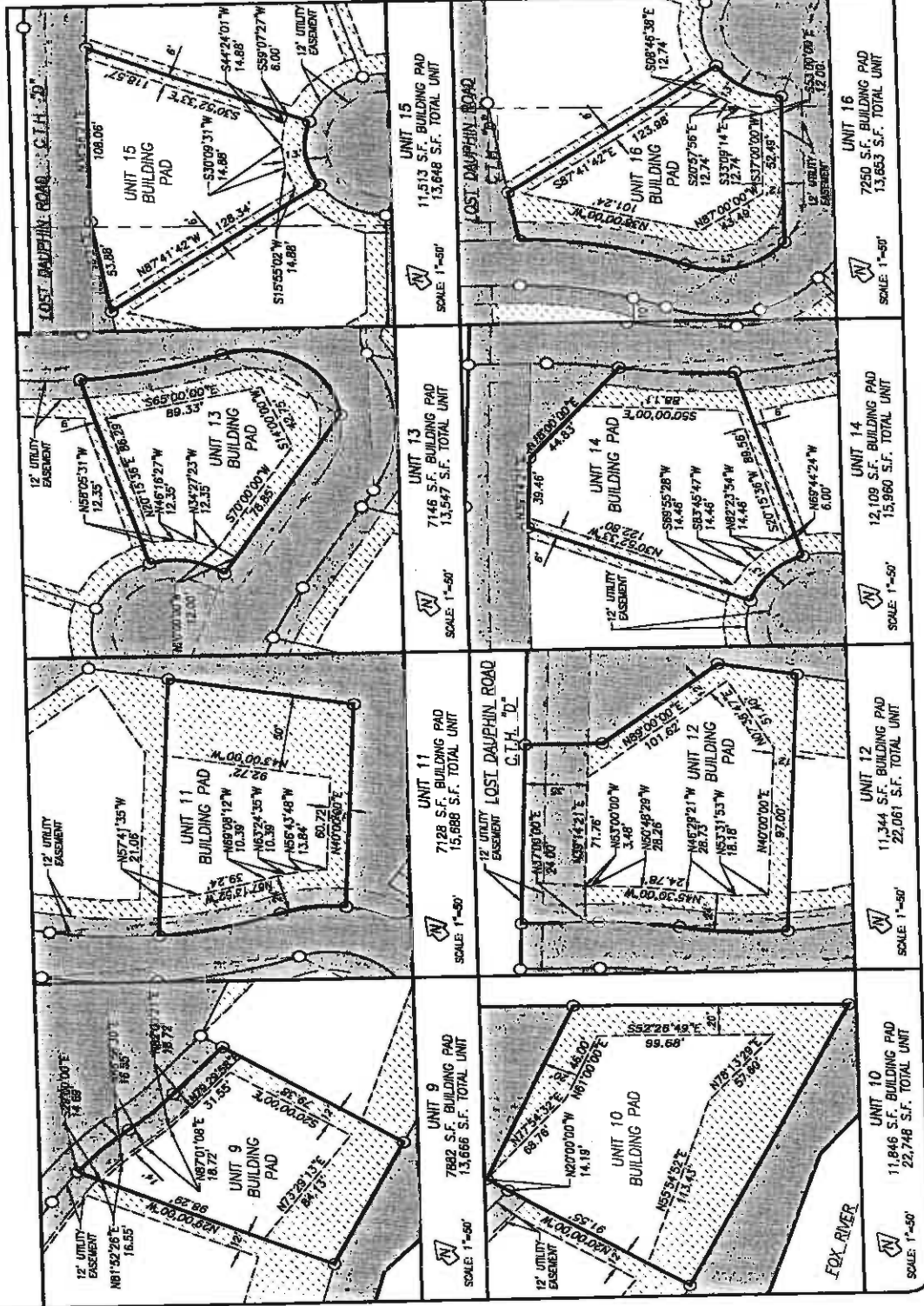


# RIVER'S RUN A LAND ONLY CONDOMINIUM

PART OF LOTS 118 AND 119 OF WILLIAM'S GRANT SUBDIVISION,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

Robert P. Lee & Associates, Inc.  
SURVEYING, ENGINEERING, ENVIRONMENTAL SERVICES  
484 OLIVER ROAD PARK COURT  
OSHA, W 54103  
TEL: 715/233-1100 FAX: 715/233-1111

Building Pad for each Unit.  
General Common Element  
Limited Common Element for Individual Unit





# RIVER'S RUN A LAND ONLY CONDOMINIUM

PART OF LOTS 118 AND 119 OF WILLIAM'S GRANT SUBDIVISION,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

LINE	LENGTH	BEARING
L1	51.02	S63°00'00"E
L2	6.36	N37°00'00"E
L3	21.31	N37°00'00"E
L4	28.67	N37°00'00"E
L5	41.37	N79°28'58"E
L6	16.19	N20°00'00"W
L7	42.83	N63°00'00"W
L8	42.83	S33°00'00"E
L9	30.02	S39°14'21"W
L10	44.11	S33°00'00"E
L11	51.05	N63°00'00"W
L12	30.00	S39°56'21"W
L13	48.53	S13°00'00"W
L14	48.61	S33°00'00"E

CURVE	RADIUS	TANGENT BEARING	CHORD BEARING	CHORD	ARC	DELTA	TANGENT BEARING
C1	218.53'		N44°30'00"W	64.01'	84.25'	17°00'00"	
C2	218.53'		N33°20'00"W	18.89'	18.89'	5°00'00"	
C3	218.53'	S31°00'00"E	N32°00'00"W	82.84'	83.15'	2°00'00"	
C4	80.00'		S50°24'35"E	53.17'	53.17'	38°49'08"	
C5	80.00'		S54°59'35"E	38.61'	40.05'	28°40'51"	
C6	80.00'		N58°13'00"E	60.98'	62.13'	44°39'00"	
C7	80.00'	N31°00'00"W	S87°00'00"E	132.63'	156.38'	11°29'00"	
C8	200.00'		S48°12'50"W	77.78'	78.29'	22°23'40"	
C9	200.00'		S64°42'50"W	36.85'	36.90'	10°34'20"	
C10	200.00'		S53°30'00"W	113.81'	115.19'	33°00'00"	
C11	80.00'	N01°28'30"W	N32°42'45"E	90.13'	85.25'	68°34'22"	
C12	200.00'		S57°12'49"W	22.82'	24.28'	69°34'22"	
C13	200.00'		S74°30'00"W	24.42'	24.43'	7°00'00"	
C14	200.00'		S83°45'45"W	40.18'	40.33'	11°31'32"	
C15	200.00'		N84°30'45"E	34.85'	35.00'	10°01'34"	
C16	80.00'	N72°00'00"W	N48°49'00"W	61.24'	37.44'	28°48'50"	
C17	260.00'		S84°15'07"E	84.50'	88.71'	15°21'44"	
C18	260.00'		S93°35'34"E	37.10'	81.89'	13°38'18"	
C19	260.00'	S72°00'00"E	S57°30'00"E	130.20'	131.60'	29°00'00"	S43°00'00"E
C20	260.00'	S43°00'00"E	N48°00'00"W	45.32'	45.39'	10°00'00"	
C21	230.00'		N48°00'00"W	40.09'	40.14'	10°00'00"	
C22	260.00'		S49°27'49"E	63.20'	63.43'	12°55'38"	
C23	260.00'		S63°57'49"E	81.20'	81.35'	16°04'21"	
C24	260.00'	S72°00'00"E	S57°30'00"E	145.22'	146.78'	29°00'00"	S43°00'00"E
C25	50.00'	N72°00'00"W	N91°15'00"W	71.43'	88.55'	101°28'00"	S43°00'00"E
C26	41.00'		N42°59'17"W	49.31'	43.88'	53°30'06"	S22°28'00"W
C27	41.00'		S63°20'38"W	42.31'	43.08'	83°30'00"	
C28	41.00'		S97°00'35"W	42.31'	43.08'	83°30'00"	
C29	41.00'		S58°28'24"E	42.31'	43.08'	83°30'00"	
C30	41.00'	S16°14'18"E	S58°45'38"W	68.68'	175.56'	214°00'00"	S59°14'24"E
C31	30.00'		S67°00'34"E	58.78'	62.85'	77°01'07"	
C32	245.53'		N42°00'00"W	84.08'	84.68'	22°00'00"	
C33	200.00'	N89°31'32"E	N87°15'45"E	64.38'	64.66'	18°31'32"	

## LEGAL DESCRIPTION

Port of Lots 118 and 119 of William's Grant, a subdivision being located in the Town of Lawrence, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of said Lot 119, William's Grant Subdivision;

thence S52°23'39"E, 2020.00 feet along the south line of said Lot 119 to the easterly right of way of C.T.H. D. East Dauphin Road;

thence N37°03'21"E, 264.00 feet along said easterly right of way to the north line of lands described in Volume 794 of Records, Page 457, the POINT OF BEGINNING;

thence N36°56'21"E, 403.00 feet along said easterly right of way;

thence N39°14'21"E, 403.30 feet along said easterly right of way to the north line of said Lot 118, William's Grant Subdivision;

thence S52°26'49"E, 625.47 feet along said north line to a meander corner that is N52°26'49"E, 61 feet more or less from the west bank of the Fox River;

thence S52°00'00"W, 297.83 feet along said meander line;

thence S57°00'00"W, 194.48 feet along said meander line;

thence S54°17'25"W, 98.31 feet along said meander line to a meander corner on the north line of lands described in Volume 794 of Records, Page 457, said meander corner being N52°23'39"W, 51 feet more or less from the west bank of the Fox River;

thence N52°23'39"W, 322.21 feet along said north line to the Point of Beginning, including all lands lying between the above described meander line and the west bank of the Fox River;

Said parcel contains 9.58 acres of land more or less to the meander line.

Said parcel contains 372.357 square feet or 8.55 acres of land more or less to the Fox River.

## COMMON COUNCIL RESOLUTION

RESOLVED THAT A PLAT KNOWN AS "RIVER'S RUN A LAND ONLY CONDOMINIUM" WHICH HAS BEEN DULY FILED FOR APPROVAL OF THE COMMON COUNCIL OF THE CITY OF DE PERE, BE AND IS HEREBY APPROVED AS REQUIRED BY CHAPTER 703, OF THE WISCONSIN STATUTES.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF DE PERE ON THIS 14 DAY OF February, 2006.

*David C. Minton*  
DAVID C. MINTON  
DE PERE CITY CLERK

APPROVED FOR THE TOWN OF LAWRENCE THIS 27 DAY OF January, 2006.

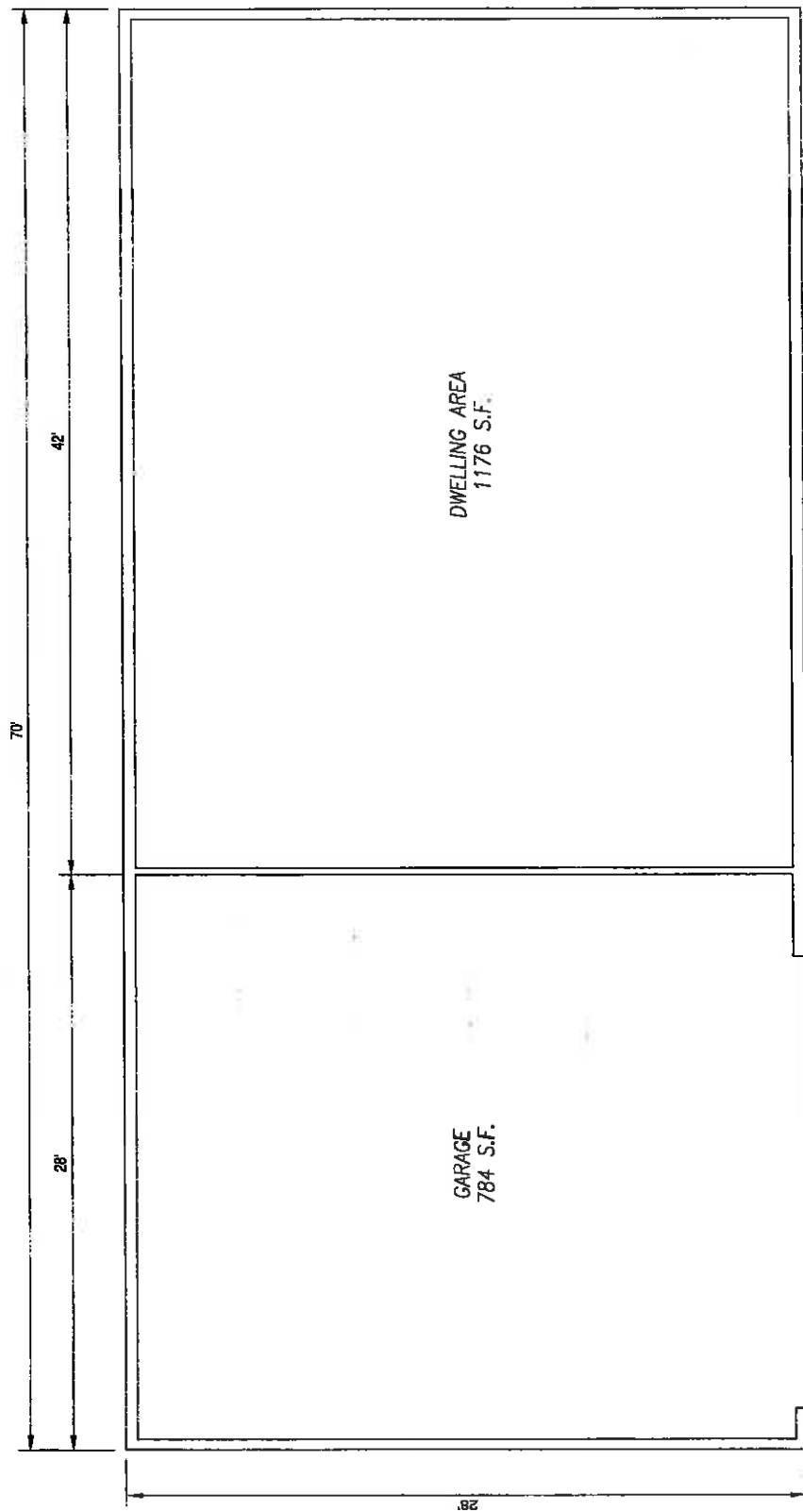


*Judy Benz*  
JUDY BENZ  
TOWN OF LAWRENCE CLERK



**RIVER'S RUN  
A LAND ONLY CONDOMINIUM**

PART OF LOTS 118 AND 119 OF WILLIAM'S GRANT SUBDIVISION,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET 5 OF 5

**Robert K. Lee & Associates, Inc.**  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
4664 GOLDEN POND PARK COURT  
ONDACA, WI 54155  
PHONE: (920) 662-8641  
FAX: (920) 662-8141  
INTERNET: [www.rkleeing.com](http://www.rkleeing.com)

BRANHAM COUNTY REGISTER OF DEEDS DOC #2247365-2359

2247346

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
03/27/2006 03:55:07PM

REC FEE: 63.00  
TRANS FEE:  
EXEMPT #  
PAGES: 27

DOCUMENT NO.

DECLARATION OF CONDOMINIUM

River's Run, A Land Only Condominium, located at 2541 Lost  
Dauphin Road, Town of Lawrence, Brown County, Wisconsin

DECLARANT: Schoen/Laird Fox River Development, LLC  
2150 Memorial Drive  
Green Bay, Wisconsin 54303

Attached is the Declaration of River's Run, a Land Only  
Condominium, located at 2541 Lost Dauphin Road, Town of Lawrence,  
Wisconsin

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

27

Benjamin W. Laird  
Godfrey & Kahn, S.C.  
333 Main Street  
P. O. Box 13067  
Green Bay, Wisconsin 54307

6H-1010

Parcel Identification Number

TABLE OF CONTENTS  
FOR THE DECLARATION OF RIVER'S RUN, A LAND ONLY CONDOMINIUM

<u>Section</u>	<u>Page</u>
SECTION I DEFINITIONS .....	1
1.1 Defined Terms .....	1
SECTION II ASSOCIATION OF UNIT OWNERS .....	3
2.1 Membership, Duties and Obligations .....	3
2.2 Voting Rights .....	3
2.3 Declarant's Right to Vote .....	4
2.4 Architectural Control Committee .....	4
SECTION III USE OF CONDOMINIUM AND DESCRIPTION .....	4
3.1 Use of General Common Elements .....	4
3.2 Use of Limited Common Elements .....	4
3.3 Description of Units .....	5
3.4 Limited Common Elements .....	5
3.5 General Common Elements .....	5
3.6 Declarant's Right to Change Plans and Assignment of Use of Certain Limited Common Elements .....	5
SECTION IV ALLOCATED INTERESTS .....	5
4.1 Allocated Interest .....	5
SECTION V COMMON EXPENSES, ASSESSMENTS AND TAXES .....	6
5.1 Common Expenses .....	6
5.2 Payment of Assessments .....	6
5.3 Assessment for Common Expenses .....	6
5.4 Grantee of Unit .....	7
5.5 Enforcement of Lien .....	7
5.6 Real Estate Taxes .....	7
SECTION VI EASEMENTS AND ENCROACHMENTS .....	7
6.1 Utility Easements .....	7
6.2 Construction Easement .....	7
6.3 Easement to Facilitate Sales .....	8
6.4 Common Elements Easement .....	8
6.5 Unit Owner's Grant of Easement .....	8
6.6 Future Easements and Agreements .....	8
6.7 Binding Effect .....	9
6.8 Title Exceptions .....	9
SECTION VII MORTGAGE .....	9
7.1 Separate Mortgages of Units .....	9
7.2 Mortgagees .....	9
7.3 List of Mortgagees .....	9
7.4 Liens .....	9
7.5 Mortgagee in Possession .....	9

7.6	Rights of Mortgagees.....	9
7.7	Restrictions on actions of Association.....	10
7.8	Application and Effect.....	11
7.9	Amendment to Declaration.....	11
7.10	Priority of First Mortgagees .....	11
SECTION VIII MAINTENANCE, ALTERATION AND IMPROVEMENT OF		
	CONDOMINIUM .....	11
8.1	Responsibility of Unit Owners .....	11
8.2	Responsibility of Association.....	11
8.3	Repair and Replacement Standards .....	12
8.4	Damage to Units and to Common Elements .....	12
SECTION IX REPAIR OR RECONSTRUCTION .....		12
9.1	Repair or Reconstruction of Condominium .....	12
9.2	Eminent Domain.....	13
9.3	Association as Designated Agent .....	14
SECTION X RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER.....		14
10.1	Limitations.....	14
10.2	Declarant's Right to Alienate .....	14
10.3	Unit Owner's Restrictions on Leasing .....	14
10.4	Unlawful Use of Condominium or Unit.....	14
10.5	Pets .....	15
SECTION XI INSURANCE .....		15
11.1	Insurance on Common Elements.....	15
11.2	Premiums and Deductibles .....	15
11.3	Proceeds of Insurance .....	16
11.4	Public Liability Insurance.....	16
11.5	Fidelity Bonds .....	16
11.6	Unit Owner's Insurance .....	16
SECTION XII PROHIBITION ON PARTITION OF COMMON ELEMENTS .....		16
12.1	Partition of Common Elements .....	16
SECTION XIII DISCLAIMER OF LIABILITY OF ASSOCIATION .....		17
13.1	Disclaimer.....	17
SECTION XIV AMENDMENT TO DECLARATION .....		17
14.1	Amendment .....	17
14.2	Special Amendments .....	17
SECTION XV TERMINATION OF CONDOMINIUM.....		18
15.1	Termination of the Condominium .....	18
SECTION XVI ADDITIONAL PROVISIONS .....		18
16.1	Rights of Action .....	18
16.2	Waiver .....	18
16.3	Severability .....	18
16.4	Captions.....	19
16.5	No Obligations.....	19
16.6	Number and Gender .....	19
16.7	Registered Agent .....	19



16.8	Successors and Assigns of Declarant .....	19
CONSENT OF MORTGAGEE.....		21
EXHIBIT A LEGAL DESCRIPTION .....		22
EXHIBIT B TITLE EXCEPTIONS.....		23

DECLARATION  
OF  
RIVER'S RUN, A LAND ONLY CONDOMINIUM

This Declaration is made as of the 27 day of January 2006 by SCHOEN/LAIRD FOX RIVER DEVELOPMENT, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the real property located on Lost Dauphin Rd, Town of Lawrence, Wisconsin, more particularly described in **EXHIBIT A**, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property, as hereafter defined, to the condominium form of ownership as provided in the Wisconsin Condominium Ownership Act, and the Property shall be known as River's Run, a Land Only Condominium. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

SECTION I

DEFINITIONS

1.1 Defined Terms. The following terms shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.
- (b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 4.1, below, in the Common Elements and the liability for Common Expenses.
- (c) "Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all Buildings or any alterations, improvements or modifications to a Building.
- (d) "Assessments" refers to both General Assessments and Special Assessments made against a Unit and a Unit Owner and means the amount determined by the Association to be due with respect to a Common Expense or an expense incurred by the Association on behalf of a Unit Owner or Unit.
- (e) "Association" means River's Run Condominium Owners Association, Inc.
- (f) "Board of Directors" means the governing body of the Association.
- (g) "Building(s)" means any structure constructed on one or more Units which is situated on the Property.

- (h) "Bylaws" mean the Bylaws of the River's Run Condominium Owners Association, Inc.
- (i) "Common Expenses" means all of the expenses of the Association.
- (j) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than those areas of a Unit designated for the construction of a Building.
- (k) "Condominium" means River's Run, a Land Only Condominium, which is a condominium.
- (l) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Plans, Plat, Management Agreement, if any, and this Declaration.
- (m) "Declaration" means this Declaration of River's Run, a Land Only Condominium.
- (n) "Director" means a member of the Board of Directors of the Association.
- (o) "FNMA" means the Federal National Mortgage Association.
- (p) "General Assessment" means an assessment for an expense incurred by the Association in connection with the General Common Elements and is assessed against a Unit Owner and his/her Unit in accordance with its Allocated Interest in the manner provided in the bylaws.
- (q) "General Common Elements" means those portions of the Common Elements reserved for the use of all of the Unit Owners.
- (r) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one of the Unit Owners.
- (s) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.
- (t) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.
- (u) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more of the Units or a land contract vendor.
- (v) "Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

(w) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

(x) "Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.

(y) "Plat" means the Plat of Survey of the Condominium being recorded pursuant to the Act simultaneously with and constituting a part of this Declaration, as the same may be amended from time to time.

(z) "Property" means the real property as described in EXHIBIT A.

(aa) "Rules and Regulations" means the Rules and Regulations adopted by the Declarant, and as amended from time to time by the Board of Directors.

(bb) "Special Amendment" means an amendment to this Declaration which does not require the consent of any Unit Owner other than the Declarant.

(cc) "Special Assessment" means any assessment made against a Unit Owner and his/her Unit which is not a General Assessment and is assessed against a Unit Owner and his/her Unit for expenses incurred by the Association which appertain to that Unit.

(dd) "Unit" means a part of the Condominium intended for exclusive use by the Unit Owner including a designated area for the construction of a Building and the Limited Common Elements reserved for the exclusive use of the subject Unit.

(ee) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

## SECTION II

### ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association. The Association shall be responsible for carrying out the purposes of this Declaration, including the administration of the Limited Common Elements as expressly provided in the Condominium Documents and the exclusive management and control of the General Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act and the Condominium Documents.

2.2 Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each

Unit owned at all meetings of the Association. If title to a Unit is held by more than one person then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners.

2.3 Declarant's Right to Vote. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant. For purposes of this Section, and notwithstanding any other provision in the Condominium Documents, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Units and ensure that any improvements to the Units or any alterations or modifications to such improvements are consistent with the requirements of the Condominium Documents. The Architectural Control Committee shall have the right to approve or disapprove any improvement to a Unit or any alteration or modification to the exterior portions of an improvement to a Unit. The Architectural Committee shall further determine whether any plan for any improvement to a Unit or any plan for an alteration or modification to such an improvement is consistent with the requirements of the Condominium Documents. The Architectural Control Committee shall consist of three (3) individuals. The initial three Architectural Committee members shall consist of Stephen J Schoen, Benjamin W. Laird and Lloyd Carpenter. The term of service of initial members of the Architectural Control Committee shall be terminated upon the completion of the initial Buildings on all of the Units. Upon the completion of the initial Buildings on all of the Units, the Board of Directors shall appoint the members of the Architectural Committee. The Board of Directors shall determine the length of the term of service of the members of the Architectural Control Committee appointed by the Board of Directors.

### SECTION III

#### USE OF CONDOMINIUM AND DESCRIPTION

3.1 Use of General Common Elements. Each Unit Owner shall have the right to use the General Common Elements for vehicular ingress and egress to a Unit over a paved driveway as designated and approved by the Architectural Control Committee and for a pedestrian walkway. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests, tenants, and invitees. The use of the General Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2 Use of Limited Common Elements. Except as provided in Section VI, the Limited Common Elements are reserved for the exclusive use of the Unit or Units, to which they appertain, including, but not limited to, the right of ingress and egress to and from said Units over a paved driveway as designated by the Architectural Control Committee. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, employees, agents, guests, invitees and tenants. Notwithstanding the foregoing, a Unit Owner may not



landscape any part of a Limited Common Element or construct any improvement on a Limited Common Element without the approval of the Architectural Control Committee.

3.3 Description of Units. The Condominium shall consist of sixteen (16) Units intended for residential purposes. Each Unit shall consist of a designated area for the construction of a Building and the Limited Common Elements reserved for the exclusive use of that Unit. A number as indicated on the Plat shall identify each Unit. The boundaries of the Units are set forth on the Plat. Each Unit also includes any Building constructed on the Unit by the Declarant or Unit owner or any alteration or modification thereof. A Building Plan for Unit 12 is indicated on the River's Run Plat of Condominium. Plans for Buildings on other Units shall be as approved by the Architectural Control Committee.

3.4 Limited Common Elements. The Limited Common Elements are those areas as designated on the plat.

3.5 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

(a) All lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas and sewer which are not part of a Unit or the Limited Common Elements.

(b) All driveway areas and aprons, sidewalks, pathways, landings, walkways and landscaped areas approved by the Architectural Control Committee which are not part of a Unit or the Limited Common Elements.

(c) Any dock which may be constructed on the Fox River by the Declarant or the Association.

3.6 Declarant's Right to Change Plans and Assignment of Use of Certain Limited Common Elements. Declarant reserves the right to change, to the extent not completed, the layout, location, dimensions and construction details of the Units, and Common Elements shown on the Plat(s) and plans for any Buildings to accommodate building circumstances and economic factors, provided that such changes shall not substantially alter the nature, value and quality of the Units or Common Elements.

## SECTION IV

### ALLOCATED INTERESTS

4.1 Allocated Interest. Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the General Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit. Notwithstanding the foregoing, the Declarant or the

Association may assign slips on any dock constructed on the Fox River for use by the owners of a particular Unit. The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units in the Condominium.

## SECTION V

### COMMON EXPENSES, ASSESSMENTS AND TAXES

5.1 Common Expenses. The cost of administration of the Association, utilities, insurance, repair, maintenance, and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make General Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses incurred in connection with the General Common Elements in accordance with the Allocated Interest in the manner provided in the Bylaws. The Association shall assess Special Assessments against each Unit Holder and his/her Unit for expenses incurred in connection with his/her Unit including, but not limited to, expenses incurred in connection with Limited Common Elements which appertain to that Unit, in the manner provided in the Bylaws. The Assessment obligation appurtenant to a Unit shall commence at the time of the recording of this Declaration. The percentage of such Common Expenses incurred in connection with General Common Elements payable by the individual Units shall be equal to the Allocated Interest of the Unit. No Unit owner may exempt himself/herself or his/her Unit from liability for his/her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of his/her Unit. No conveyance shall relieve the Unit Owner or his/her Unit of such liability, and he/she shall be jointly, severally and personally liable along with his/her grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his/her Unit have been paid.

5.2 Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Brown County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment, plus interest and actual costs, the Unit Owner shall be entitled to a fileable satisfaction of the lien.

5.3 Assessment for Common Expenses. General Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated expenses of the Association associated with the General Common Elements for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to a particular Unit shall be made against the applicable Unit Owner and Unit at any time the Board of

Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, per the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

5.4 Grantee of Unit. Any grantee of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the grantor. The statement shall be supplied to the grantee within ten (10) days after such a request. The grantee shall be liable for, and the Unit conveyed shall be subject to, any unpaid Assessment of the grantor in the amount set forth in the statement.

5.5 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment, reasonable attorneys' fees and the actual costs incurred by the Association in enforcing the lien.

5.6 Real Estate Taxes. Real estate taxes and assessments shall be taxed separately to each Unit Owner for his/her Unit. The Declarant shall be responsible for paying all real estate taxes and assessments assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes and assessments on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes and assessments.

## SECTION VI

### EASEMENTS AND ENCROACHMENTS

6.1 Utility Easements. Easements are hereby declared and granted for the benefit of the Declarant, the Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, master television, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section 6.1, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

6.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until the Declarant has completed construction of all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, and any Units owned by Declarant for construction or renovation on the Property or related purposes

including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, storm water; or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

6.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has sold all the Units it owns.

6.4 Common Elements Easement. The Common Elements are hereby made subject to the following easement in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of wires, cables, electrical, security, telephone, television and other communication systems, water systems, sewer systems (including lift stations) and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit.

6.5 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his/her Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Association, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit, or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit, or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

6.6 Future Easements and Agreements. Declarant, for as long as Declarant shall have ownership in the Property or Condominium, shall have the right to grant easements to, and enter into agreements with, the Town of Lawrence, public and private utilities and/or owners of adjacent properties in Declarant's sole discretion, and on terms deemed appropriate by Declarant, so long as such easements and agreements do not materially diminish the rights of any Unit Owner; however, some easements and agreements may increase the Association's budget. By way of example, and not by limitation, such easements and/or agreements may include nature path easements, maintenance agreements, etc.

6.7 Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section.

6.8 Title Exceptions. The Condominium is subject to those additional title exceptions as listed on **EXHIBIT B** attached hereto. Additional title exceptions may be added at a later date.

## SECTION VII

### MORTGAGE

7.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber the Property or any part thereof except, however, that each Unit Owner shall have the right to mortgage or encumber his/her own Unit.

7.2 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall instruct the insurer of the Common Elements under Section 11.1 to add the name of the Mortgagee to the mortgagee loss payable provision of that policy covering the Common Elements and to provide such Mortgagee with a certificate of insurance if so requested.

7.3 List of Mortgagees. The Board of Directors shall maintain a list of Mortgagees from information received by the Unit Owners. The list shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

7.4 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes.

7.5 Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit provided that such unpaid Assessments or charges were not unpaid at the time the Mortgage was recorded.

7.6 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, shall be entitled thereafter to the following:

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days;



- (b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit owner;
- (c) copies of any financial statements of the Association which are distributed to the Unit Owners;
- (d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;
- (f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) thirty (30) days notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium;
- (h) notice of any decision by the Board of Directors to terminate any management of the Property;
- (i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) the right to cure a default in the payment of any Assessment.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

7.7 Restrictions on actions of Association. The Association may not take any of the following actions:

- (a) encumber the Common Elements; or
- (b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

7.8 Application and Effect. The provisions of this Article 7 shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and his/her Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or
- (c) the Declarant's right to adopt Special Amendments or the Declarant's rights to sell or lease Units as more specifically described in Section XIV.

7.9 Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless Mortgagee consents to the amendment.

7.10 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, and/or the Common Elements or any portions thereof.

## SECTION VIII

### MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

8.1 Responsibility of Unit Owners. Except as provided below, each Unit Owner, at his/her sole expense, shall be responsible for keeping his/her Unit, including without limitation, all of the improvements located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition.

8.2 Responsibility of Association. The Association shall be responsible for the management and control of the General Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association, for the following:

- (a) such actions as may be necessary to maintain the General Common Elements;
- (b) lawn care for the Limited Common Elements, including landscaping, fertilizing, weed control, grass cutting, edging and trimming and spring and fall clean up;

(c) snow and ice removal from paved sidewalks, driveways and parking areas on the Property;

(d) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas on the General Common Elements;

(e) maintenance, repair and replacement of electrical wiring and lighting systems and pipes on the General Common Elements.

8.3 Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

8.4 Damage to Units and to Common Elements. Notwithstanding any provision herein to the contrary, in the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit, or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit, or Common Element to the condition in which it existed prior to the Association's actions. Notwithstanding Section 8.2, in the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to his/her Unit or in the event that any Unit Owner, his/her family members, employees, agents, guests or invitees damage any portion of any Common Element while using the same, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

## SECTION IX

### REPAIR OR RECONSTRUCTION

9.1 Repair or Reconstruction of Condominium. In the event the General Common Elements are destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage commence repair or reconstruction of the destruction or damage; provided, that the Association receives sufficient insurance proceeds to repair or reconstruct the destruction or damage. If the General Common Elements are damaged to an extent that the amount of damage exceeds One Hundred percent (100%) of the available insurance proceeds, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners, within ninety (90) days after the date of destruction or damage, holding one hundred percent (100%) or more of the votes in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his/her Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and one hundred percent (100%) or more of the Unit Owners do not vote in favor of partition, the General Common Elements shall be reconstructed or repaired by the Association and all the repairs or reconstruction cost in excess of insurance proceeds shall be a

Common Expense. The designs, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance obtained by the Association shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interest in each Unit. Any Mortgagee may require that the net proceeds of any insurance payments, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

9.2 Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes.

(a) Taking of General Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected General Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining General Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having one hundred percent (100%) or more of the vote in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his/her Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units, is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners, upon receipt of the full amount of the award for the taking of their Units, shall release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the Property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

9.3 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

## SECTION X

### RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

10.1 Limitations. Each Unit Owner, its agents, representatives, guests, tenants and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Units are intended for and restricted exclusively to residential uses and no Unit Owner shall use his/her Unit for any commercial or retail activity; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium or other projects.

10.2 Declarant's Right to Alienate. The Declarant shall have the right to alienate the Units by deed, land contract, lease or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

10.3 Unit Owner's Restrictions on Leasing. The Declarant shall use its reasonable efforts to sell the Units it owns; provided, however, the Declarant may lease any Unit to any individual or entity (including individuals or entities which are not Unit Owners) on such terms and conditions as it desires prior to the sale of such Unit. A Unit Owner other than the Declarant may lease his/her Unit provided (i) the leasing is consistent with the Rules and Regulations promulgated by the Association, (ii) no transient tenants are accommodated, and (iii) garages are leased only in conjunction with the leasing of a Unit.

10.4 Unlawful Use of Condominium or Unit. 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. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, 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 he receives of the violation of any legal requirements affecting his/her Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his/her 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 Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:



(a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association, the Declarant 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 attorneys' fees and other expenses reasonably incurred;

(b) such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of the Condominium shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his/her obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

10.5 Pets. No animals, livestock or poultry of any kind shall be in any Unit, or in the Common Elements for commercial or breeding purposes. From time to time, the Association may promulgate rules regarding pets.

## SECTION XI

### INSURANCE

11.1 Insurance on Improvements within the General Common Elements. The Association shall maintain fire and broad form extended coverage insurance on any improvements within the General Common Elements and any personal property or fixtures owned by the Association. To the extent reasonably possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, the Board of Directors, the Declarant and their respective servants, agents, family members, employees and guests. All required insurance shall be issued by an insurance company with at least a B general policyholder's rating and at least of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

11.2 Premiums and Deductible. The premiums for the insurance on improvements within the General Common Elements and the personal property and assets of the Association shall be a Common Expense.

11.3 Proceeds of Insurance. In the event of partial or total destruction of improvements within the General Common Elements or personal property or fixtures owned by the Association and it is determined to repair or reconstruct such assets, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing such damaged improvements, fixtures or personal property.

11.4 Public Liability Insurance. The Association shall provide public liability insurance covering the General Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than Two Million Dollars (\$2,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner or such Unit Owner's family members, employees, agents, guests and invitees. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance in such amounts as is determined by the Board of Directors to be necessary from time to time.

11.5 Fidelity Bonds. The Association may provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months' Assessment plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be cancelled or substantially modified. Any management agent that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

11.6 Unit Owner's Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for his/her own Unit and appurtenant Limited Common Elements, and casualty insurance for his/her Unit and appurtenant Limited Common Elements.

## SECTION XII

### PROHIBITION ON PARTITION OF COMMON ELEMENTS

12.1 Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his/her interest in the Unit and his/her corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

## SECTION XIII

### DISCLAIMER OF LIABILITY OF ASSOCIATION

13.1 Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, tenants, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

## SECTION XIV

### AMENDMENT TO DECLARATION

14.1 Amendment. Except as otherwise provided by the Act or in this Declaration, this Declaration may be amended by the agreement of Unit Owners having at least sixty-six and two thirds percent (66 2/3%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his/her Mortgagees written consent to the Unit Owner's to vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Brown County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his/her address as stated on the Membership Roster. So long as the Declarant owns one or more Units, the Condominium Documents shall not be amended in any manner which would (i) prevent or unreasonably interfere with the Declarant's right to sell, lease or otherwise dispose of such Units, (ii) impair the Declarant's use of any Units, (iii) unreasonably or inequitably increase any Assessments to be paid by Declarant, and (iv) allow the construction of any improvements which would in any manner interfere with the use of Units.

14.2 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in

the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages, (iii) to conform this Declaration with the requirements of the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, and/or (v) to conform this Declaration and the Plat to the requirements of the Department of the Wisconsin Department of Natural Resources relating to any riparian rights, if any. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 14.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property.

## SECTION XV

### TERMINATION OF CONDOMINIUM

15.1 Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his/her Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be.

## SECTION XVI

### ADDITIONAL PROVISIONS

16.1 Rights of Action. If the Declarant, Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then the Declarant, the Association or any Unit Owner adversely affected shall have a claim for appropriate relief.

16.2 Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

16.3 Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be

deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

16.4 Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

16.5 No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

16.6 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

16.7 Registered Agent. The registered agent for service of process shall be Benjamin W. Laird, 2150 Memorial Drive, Green Bay, Wisconsin 54303 or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Brown County, Wisconsin, and with the Department of Financial Institutions of the State of Wisconsin.

16.8 Successors and Assigns of Declarant. Declarant may assign its rights and obligations as a declarant pursuant to the Condominium Documents to any individual or entity designated in writing by Declarant. If Declarant assigns its rights as a declarant pursuant to this Declaration, Declarant shall execute, deliver and record a Special Amendment which designates to whom the Declarant has assigned its rights and obligations. No Unit Owner will acquire any rights as a declarant of the Declarant merely by purchasing a Unit.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

SCHOEN/LAIRD FOX RIVER  
DEVELOPMENT, LLC

By: 

Benjamin W. Laird

By: 

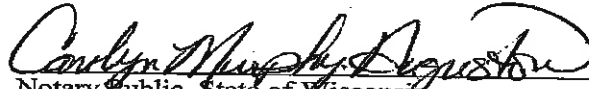
Stephen J. Schoen

STATE OF WISCONSIN

COUNTY OF BROWN

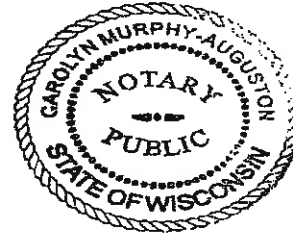
)  
) SS  
)

Personally came before me this 27th day of January, 2006, the above-named Benjamin W. Laird and Stephen J. Schoen, to me known to be the members of SCHOEN/LAIRD FOX RIVER DEVELOPMENT, LLC and to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

  
Notary Public, State of Wisconsin  
My Commission: 7-19-09

THIS INSTRUMENT WAS DRAFTED BY AND  
UPON RECORDING SHOULD BE RETURNED TO:

Benjamin W. Laird  
Schoen/Laird Fox River Development, LLC  
2150 Memorial Drive  
Green Bay, Wisconsin 54303



GB118110\_1.DOC

CONSENT OF MORTGAGEES

The undersigned, holder of a vendor's interest in a land contract encumbering the Property (the "Garrity Land" Contract, hereby consents to the foregoing Declaration of River's Run, a Land Only Condominium.

James Garrity  
James Garrity

STATE OF WISCONSIN )  
COUNTY OF BROWN ) SS

Personally came before me this 27 day of JAN, 2006, the above-named James Garrity to me known to be the person who executed the foregoing document and acknowledged the same.

Ben W. Lark  
Notary Public, State of WI  
My commission: Permanant

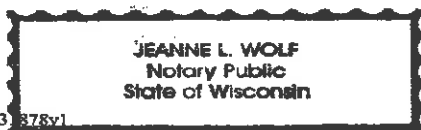
The undersigned, holder of an assignment of the Garrity Land Contract, hereby consents to the foregoing Declaration of River's Run, a Land Only Condominium.

Citizens Bank

By: Richard Pigeon Sr. Vice Pres.  
Name: Richard P. Pigeon

STATE OF WISCONSIN )  
COUNTY OF BROWN ) SS

Personally came before me this 27th day of Jan, 2006, the above-named Richard Pigeon, as Sr. Vice Pres. of Citizens Bank known to be the person who executed the foregoing document and acknowledged the same.



gb13 378y1

Jeanne L. Wolf  
Notary Public, State of WI  
My commission: 5-11-2008

**EXHIBIT A**

**RIVER'S RUN A LAND ONLY CONDOMINIUM**

**LEGAL DESCRIPTION**

Part of Lots 118 and 119 of William's Grant, a subdivision being located in the Town of Lawrence, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of said Lot 119, Williams's Grant Subdivision; thence S52°23'39"E, 2020.00 feet along the south line of said Lot 119 to the easterly right of way of C.T.H. D, Lost Dauphin Road; thence N37°03'21"E, 264.00 feet along said easterly right of way to the north line of lands described in Volume 794 of Records, Page 457, the POINT OF BEGINNING; thence N36°56'21"E, 403.00 feet along said easterly right of way; thence N39°14'21"E, 403.30 feet along said easterly right of way to the north line of said Lot 118, William's Grant Subdivision; thence S52°26'49"E, 625.47 feet along said north line to a meander corner that is N52°26'49"W, 61 feet more or less from the west bank of the Fox River; thence S64°00'00"W, 297.83 feet along a meander line; thence S52°00'00"W, 277.31 feet along said meander line; thence S57°00'00"W, 194.48 feet along said meander line; thence S64°17'25"W, 98.31 feet along said meander line to a meander corner on the north line of lands described in Volume 794 of Records, Page 457, said meander corner being N52°23'39"W, 51 feet more or less from the west bank of the Fox River; thence N52°23'39"W, 322.21 feet along said north line to the Point of Beginning. Including all lands lying between the above described meander line and the west bank of the Fox River.

Said parcel contains 372,357 square feet or 8.55 acres of land more or less to the meander line.

Said parcel contains 9.58 acres of land more or less to the west bank of the Fox River.

gb131878v1



**EXHIBIT B**

**TITLE EXCEPTIONS**

1. General Real Estate Taxes and assessments for the current year not yet due and payable and thereafter.
2. A Land contract between James Garrity a/k/a James W. Garrity, Vendor, and Schoen Laird Fox River Development, LLC., Purchaser recorded on August 18, 2004 with the Brown County Register of Deeds as document number 2140300 (the "Garrity Land Contract").
3. An Assignment of the Garrity Land Contract from Schoen Laird Fox River Development to Citizens Bank recorded on November 15, 2005 with the Brown County Register of Deeds as document number 2226074.

gb131878v1  
gb131878\_2

DOCUMENT NO.

Restrictive Covenants and Easements

River's Run, A Land Only Condominium, located at 2541 Lost  
Dauphin Road, Town of Lawrence, Brown County, Wisconsin

DECLARANT: Schoen/Laird Fox River Development, LLC  
2150 Memorial Drive  
Green Bay, Wisconsin 54303

Attached is the River's Run Declaration of Restrictive Covenants and  
Landscaping Regulations:

2247347

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
03/27/2006 03:55:08PM

REC FEE: 23.00  
TRANS FEE:  
EXEMPT #  
PAGES: 7

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Benjamin W. Laird  
Godfrey & Kahn, S.C.  
333 Main Street  
P. O. Box 13067  
Green Bay, Wisconsin 54307

L 500, L500A, L550 2  
Parcel Identification Number

**RIVER'S RUN**  
**DECLARATION OF**  
**RESTRICTIVE COVENANTS AND**  
**LANDSCAPING REGULATIONS**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Schoen Laird Fox River Development, LLC, is a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter "Declarant," which reference shall also include the duly authorized agent(s) of Declarant, if any); and

WHEREAS, Declarant presently is the sole owner of real property (the "Land") legally described as set forth on the attached Exhibit A.

WHEREAS, Declarant has filed a recorded Condominium Plat with the Register of Deeds of Brown County in YY 8347, Document no. 2247345 which creates River's Run, a Condominium (hereinafter "River's Run"), which condominium incorporates all of the Land; and

WHEREAS, Declarant intends as its general plan for the use, occupancy and enjoyment of the River's Run Units to (i) maintain fair and adequate property values; and (ii) establish a desirable residential condominium; and

WHEREAS, Declarant's general plan as described herein is for the mutual benefit of all present and future owners of Units located in River's Run (hereinafter referred to individually as "Owner," and collectively as "Owners").

NOW, THEREFORE, Declarant hereby declares that the Land, and all real property and Units located in River's Run (excepting only dedicated public streets and roadways therein) shall be subject to the following Restrictive Covenants and Landscape Regulations:

**RESTRICTIVE COVENANTS AND LANDSCAPE REGULATIONS**

1. No Unit within River's Run shall be used for any purpose other than for improvement as a single-family residence. Only one (1) single-family residential dwelling will be permitted on any one (1) Unit; and shall include an attached or detached garage (but not both)

suitable for not less than two automobiles, which shall be constructed and completed concurrently with the dwelling.

2. The main structure of all dwellings constructed on Units 3, 4, 5, 6, 7, 8, 9 and 10 shall have a minimum of 2,800 square feet of dwelling space. The main structure of all dwellings constructed on Units 1, 2, 11, 12, 13, 14, 15, and 16 shall have a minimum of 2,000 square feet of dwelling space. For the purposes of this Declaration, dwelling space shall include the square footage of any walkout or daylight basements, but shall not include the square footage of porches, decks, basements (other than walkout or daylight basements), and garages.

3. The exterior finish of any and all dwellings and buildings shall be completed within eight (8) months from the date of commencement of construction. Exterior finish of any dwelling shall be natural materials or stucco (of any material), except that the River's Run Architectural Committee (the "Committee") may make exceptions to this requirement if such exceptions apply to only a minor portion of a dwelling's exterior. Driveways serving any part of any Unit shall be completed within twelve (12) months of initial occupancy of any dwelling, and shall be surfaced only with concrete, brick paving, asphalt or variants thereof. Gravel surfaces are not permitted. No temporary structure, construction trailer, tents, or other non-permanent structure shall be erected or maintained on any Unit in River's Run, except for non-residential construction trailers during the actual construction of a permanent residence (during which time any such construction trailer must be maintained in a neat and orderly manner), and in which case any temporary structure must be promptly removed from any Unit when construction is complete.

4. No existing building shall be moved onto any Unit in River's Run. All residences constructed on any Unit in River's Run shall have a full basement.

5. All structures not classified as buildings that are six (6) inches or more in height from the surface of the ground shall be subject to the setback, yard, height, and open space requirements of the Town of Lawrence (or other applicable) municipal ordinances.

6. Ground or building mounted air conditioning condensers shall not be located in a front yard and shall be landscaped around to provide an aesthetically attractive appearance to adjacent Owners.

7. Satellite or other dish-shaped antennas shall be located only where allowed by the Committee, and maximum dish diameter shall be twenty-four (24) inches, edge to edge. Other visible antennas shall not be allowed.

8. No garbage or refuse containers, or storage areas therefor, shall be located between the principal structure and its front yard or corner side yard; except such containers may be temporarily placed at the curbside for purpose of collection and disposal for a period not to exceed 24 hours.

9. No fence may be erected on any Unit without the prior written approval of the Committee.

10. Aboveground pools are prohibited. In-ground pools are allowed only if they meet the provisions of this paragraph 10. An outside swimming pool, including the surrounding deck and fence, if any, shall be located only in the area designated by the Committee. All accessories shall be located at a distance not less than eight (8) feet from any side property line. Except in instances where the Committee has approved fencing for a swimming pool, each swimming pool shall have a retractable pool cover that shall be securely closed and locked at all times when the owner or an occupant of the premises is not present. No lighting may be installed in connection with any pool that will illuminate areas beyond the property line. No water drained from any pool shall be discharged onto neighboring property.

11. All yards and open spaces between and about structures and Units shall be neatly and completely landscaped, with all landscaping, including but not limited to establishment by sodding or seeding of all lawns, being completed within twelve (12) months from the date of the commencement of construction of the dwelling. All planting areas shall be kept free from weeds and debris. All undeveloped Units shall be kept free of noxious weeds and debris, and vegetation controlled so as not to exceed one (1) foot in height. Extreme, excessive, cluttered, or other unusual non-vegetative exterior lawn ornaments inconsistent with and not complimentary to the general aesthetic environment and design of residences within River's Run (subject to the the Committee's reasonable determination in its sole discretion) shall not be permitted.

12. In addition to and as a part of these covenants, all laws, rules, regulations, or ordinances of the State of Wisconsin and the Town of Lawrence or any agency or subdivision of either (or any other governmental authority with jurisdiction over the Land) shall be obeyed and fully complied with. In the event there is a conflict between these restrictive covenants and landscaping regulations and any applicable laws, rules, regulations, or ordinances, then the more restrictive provisions shall apply.

13. Any of the provisions of this Declaration of Restrictive Covenants and Landscape Regulations may be annulled, waived, changed, modified or amended at any time by a written document setting forth such annulment, waiver, change, modification or amendment, but only if: (i) executed by the Owners of not less than 75% of the Units located in River's Run and (ii) approved by the Lawrence Town Board; *provided, however*, that any such action must also be approved in writing by the Declarant so long as it shall be an Owner of any Unit. Each Unit Owner shall be entitled to one vote for each Unit owned within River's Run, notwithstanding variations in total acreage owned. This Declaration of Restrictive Covenants and Landscape Regulations, and all amendments thereto, shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon its recording in the office of the Register of Deeds for Brown County, Wisconsin.

14. If any of the Owners, their successors in interest or their assigns, shall violate, or attempt to violate, any of the Restrictive Covenants and Landscaping Regulations herein, it shall be lawful for the Declarant (or its successors and permitted assigns), the River's Run Owners

Association or any Owner or Owners having an interest in any Unit situated within River's Run, to prosecute or participate in any proceeding at law or equity against any corporation, person, persons, or entity that may be violating or attempting to violate any of these Restrictive Covenants or Landscaping Regulations, and may seek to enjoin, and/or to recover all damages allowed by law for any such violation or attempted violation. Invalidity of any one or more of these Restrictive Covenants or Landscaping Regulations by a judgment or an order of a court of competent jurisdiction shall in no way affect any of the other provisions of these covenants, and the same shall remain in full force and effect.

15. Except as provided herein, these Restrictive Covenants and Landscaping Regulations shall remain in full force and effect for a period of not less than twenty (20) years from the date of recording of the plat for River's Run, and thereafter may be amended or repealed in whole or in part only by: (i) the approval of the Lawrence Town Board; (ii) the affirmative vote (or agreement) of not less than 75% of the Owners of all the Units described in River's Run; and (iii) the concurrent compliance with all federal, state, and local laws, ordinances, or regulations regarding land use restrictions affecting the Land.

16. No Unit within River's Run shall be further subdivided, and each Unit transferred within River's Run shall be made subject to these Restrictive Covenants and Landscape Regulations herein. Acceptance of a deed from Declarant, or any successor in interest or assignee of Declarant, shall constitute an express agreement to observe and abide by the terms of these Restrictive Covenants and Landscape Regulations.

17. Architectural and landscape plans for any residence constructed on any Unit within the River's Run shall be submitted to the Committee in advance for review, and no residence shall be constructed on any Unit without the Committee's advance written consent, which shall not be unreasonably withheld. Such architectural and landscape plans shall indicate the proposed building grade and shall include material and color samples. The Committee's written approval shall be rendered (or withheld) within not more than thirty (30) days following actual receipt of a complete set of construction plans, including exterior elevations and site plan. The Committee may have a third-party agent review such plans on its behalf and for its benefit. Notwithstanding anything in this Section or in the Declaration to the contrary, the Committee's review hereunder shall be solely and exclusively for and with regard to aesthetic matters including the maintenance of a consistent development of the Land. No third party can rely upon the Committee's aesthetic review hereunder for any reason whatsoever, and third-party beneficiaries are expressly disclaimed hereby.

18. No animals except usual and customary household pets may be kept on or in any Unit within River's Run.

19. No unlicensed motor vehicle, salvage vehicle, motor vehicle parts and components, or other salvage materials of any kind or nature may be kept or stored on any Unit within River's Run.

20. No recreational vehicles, motor homes, campers, snowmobiles, boats (excluding canoes not exceeding 18 feet in length), utility trailers, motorcycles, all-terrain vehicles, "fish houses" or "ice shanties," semi-tractors or trailers, commercial or business trucks (but specifically excluding passenger vehicles that may be used for business purposes), personal watercraft, or other motorized or non-motorized vehicles of any kind may be stored outside on any improved or unimproved Unit within the River's Run; provided, however, that this provision shall not apply to vehicles owned by the River's Run Owner's Association.

IN WITNESS WHEREOF, the undersigned, being the duly authorized Manager of Schoen Laird Fox River Development, LLC, has executed this Declaration of Restrictive Covenants and Landscaping Regulations this 27 day of JAN 2006.

**SCHOEN LAIRD FOX RIVER  
DEVELOPMENT, LLC**

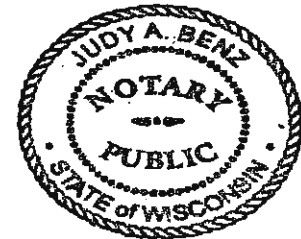
By: [Signature]  
Benjamin W. Laird, Managing Member

STATE OF WISCONSIN    )  
                                  ) SS  
BROWN COUNTY    )

Personally came before me this 27 day of January 2006, the above-named Benjamin W. Laird, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin.  
My Commission 3-12-06

Document drafted by:  
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gb131894\_1



## **EXHIBIT A**

### **RIVER'S RUN A LAND ONLY CONDOMINIUM**

#### **LEGAL DESCRIPTION**

Part of Lots 118 and 119 of William's Grant, a subdivision being located in the Town of Lawrence, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of said Lot 119, Williams's Grant Subdivision; thence S52°23'39"E, 2020.00 feet along the south line of said Lot 119 to the easterly right of way of C.T.H. D, Lost Dauphin Road; thence N37°03'21"E, 264.00 feet along said easterly right of way to the north line of lands described in Volume 794 of Records, Page 457, the POINT OF BEGINNING; thence N36°56'21"E, 403.00 feet along said easterly right of way; thence N39°14'21"E, 403.30 feet along said easterly right of way to the north line of said Lot 118, William's Grant Subdivision; thence S52°26'49"E, 625.47 feet along said north line to a meander corner that is N52°26'49"W, 61 feet more or less from the west bank of the Fox River; thence S64°00'00"W, 297.83 feet along a meander line; thence S52°00'00"W, 277.31 feet along said meander line; thence S57°00'00"W, 194.48 feet along said meander line; thence S64°17'25"W, 98.31 feet along said meander line to a meander corner on the north line of lands described in Volume 794 of Records, Page 457, said meander corner being N52°23'39"W, 51 feet more or less from the west bank of the Fox River; thence N52°23'39"W, 322.21 feet along said north line to the Point of Beginning. Including all lands lying between the above described meander line and the west bank of the Fox River.

Said parcel contains 372,357 square feet or 8.55 acres of land more or less to the meander line.

Said parcel contains 9.58 acres of land more or less to the west bank of the Fox River.



DOCUMENT NO.

Restrictive Covenants and Basements

River's Run, A Land Only Condominium, located at 2541 Lost Dauphin Road, Town of Lawrence, Brown County, Wisconsin

DECLARANT: Schoen/Laird Fox River Development, LLC  
2150 Memorial Drive  
Green Bay, Wisconsin 54303

Attached is the Agreement for Municipal Services Including Restrictive Covenants and Basements for Planned Development Land Only Condominium of Schoen/Laird Fox River Development, LLC known as River's Run:

2247348  
CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
03/27/2006 03:55:09PM

REC FEE: 37.00  
TRANS FEE:  
EXEMPT #  
PAGES: 14

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Benjamin W. Laird  
Godfrey & Kahn, S.C.  
333 Main Street  
P. O. Box 13067  
Green Bay, Wisconsin 54307

L 500, L500A, L550 2  
Parcel Identification Number

14

**AGREEMENT FOR MUNICIPAL SERVICES INCLUDING RESTRICTIVE  
COVENANTS AND EASEMENTS FOR  
PLANNED DEVELOPMENT LAND ONLY CONDOMINIUM OF  
SCHOEN LAIRD FOX RIVER DEVELOPMENT, LLC KNOWN  
AS RIVER'S RUN**

**I. CREATION**

This Agreement and following Restrictive Covenants, herein "Covenants", and Easements, herein "Easements", are hereby created and imposed by SCHOEN LAIRD FOX RIVER DEVELOPMENT, LLC herein "Owner", and RIVER'S RUN CONDOMINIUM OWNERS ASSOCIATION, INC., herein "Association" on that property legally described as set forth on the attached **Exhibit A**, herein "River's Run", attached hereto and incorporated herein by reference for the health, safety, and general welfare of the present (and future) the Association, owner(s), occupants of River's Run, and also for the benefit of the Town of Lawrence, herein "Town", in order to enable provision of fire protection, police protection, refuse collection, utility services, surface water regulation and control, and other emergency services in a manner similarly provided to persons and property bordering public streets, also for the benefit of the Town for water, storm sewer and sanitary sewer purposes, and for purposes of enhancement and preservation of property values at both River's Run and neighboring properties.

The term "Owner" refers to all present and future owners of property in the River's Run, also including present and future land only condominium owners. Personal liability of each individual owner under this Agreement is limited to that fraction of each obligation hereunder equal to the fractional ownership of each owner in the common and limited common elements of River's Run. Schoen Laird Fox River Development, LLC will cease to be an Owner when it no longer owns any of the property described on **Exhibit A**.

These Covenants and Easements are being created in consideration that River's Run is a "Planned Development" (PD) being developed according to the Town Zoning Ordinance Section No. 2.022 pursuant to approved Site Plans, a copy of which Site Plans are attached hereto as **Exhibit B**. **Exhibit B** includes: all Site Plans pertaining to River's Run and are described as Site Plan, Sewer Plan, Water Plan, Storm Water Management/Grading Plan, Street Plan, Existing Conditions, Detail Sheet, Lighting Plan, Signage Plan, Building Plans, Landscape Plan, and River's Run Declaration of Restrictive Covenants and Landscape Regulations, all of which will be referred to herein collectively as "Site Plan". The term "Site Plan" shall also include all reasonable, necessary or additional plans submitted to the Town, and approved by the Town Board, for River's Run as will be kept on file at the office of the Town Clerk subsequent to the signing and recording of this document. The Owner and Association shall at all times now and the Association shall in the future, comply with the provisions of Section 2.022 of the Town Zoning Ordinances for Planned Development Zoning Districts in addition to all requirements set forth herein.

These Covenants and Easements are being created because the River's Run Land Only Condominium includes private roads to buildings not bordering on, and without other access, to public streets, and these Covenants and Easements are being created because the River's Run will include private roads and private storm sewer drainage and detention facilities, and future

private sanitary sewer, and future public water lines thereby necessitating these Covenants and Easements for protection of the health, safety, and general welfare of the occupants of properties located within the River's Run.

## II. COVENANTS

The Covenants herein created are the following:

1. **Codes/Site Plan.** The development of the River's Run shall at all times be subject to State statutes, State regulations, Town codes and regulations and shall not change from the Site Plan attached hereto as **Exhibit B** without advance review and approval granted by the Planning & Zoning Committee and Town Board. All design and engineering drawings created for Site Plan purposes shall be provided and paid for by the Owner. All roads and other developments shall meet standard Town specifications established and approved by the Town from time to time prior to and during the term that these covenants remain in effect.
2. **Road/Paving.** The paved surface of the private roads shall be ~~constructed and~~ maintained in accordance with standard Town road specifications and shall be maintained open and free from obstructions which would inhibit access by fire, police, or other emergency services vehicles. The private roads depicted on the Site Plan shall be constructed as shown on **Exhibit B** and shall be paved with asphalt or concrete. The road bed and gravel base shall be installed for travel by emergency vehicles, prior to the issuance of any building permits, and thereafter said roads shall at all times be maintained as required in paragraph 3 below. ~~Initial construction shall be in accordance with Town standards for road construction~~ <sup>SS</sup> <sup>My</sup> <sup>TA</sup> <sup>SS</sup> <sup>My</sup> The base course of asphalt shall be installed from the public street to all completed buildings, to the extent conventional construction methods are permitted by weather conditions, prior to occupancy of any of the buildings. Between the time of base course installation and surface course installation the base course of asphalt shall be maintained in good and serviceable condition. The surface course of asphalt or concrete shall be installed by the Owner from the public street to all completed buildings at such time as the Town thereafter requests, but the intention of the Owner and the Town is to wait until all, or substantially all, of the buildings are constructed on the parcels described as on **Exhibit A**, or two (2) years from the date of occupancy permits being issued for the roads serving those buildings for which occupancy permits have been issued, whichever is earlier.
3. **Roads/Maintenance.** The Owner and Association shall at all times be responsible for the general maintenance and upkeep of the paved or concrete surface of the private roads in accordance with standards generally acceptable for Town streets in the Town, which shall include, but not be limited to, making repairs and replacements of the road surface and in addition thereto the snow plowing of the private roads depicted on the Site Plan. It is acknowledged that the Town shall have no obligation to perform these services except that the Town may elect to do so at its sole and exclusive discretion pursuant to the section entitled "PERFORMANCE" below.

4. **Building Permits/Site Plan.** Construction of improvements as shown on the Site Plan shall be subject to issuance of building permits. Building permits for structures which do not meet the requirements of the River's Run Declaration of Restrictive Covenants and Landscaping Regulations (the "Declaration of Restrictions") will not be granted until review and approval by the Planning & Zoning Committee and Town Board. Site Plan(s) shall be provided by the Owner to the Town, for approval by the Town Board, prior to performing installation of any infrastructure and prior to being issued building permits.
5. **Sanitary Sewer.** The parties acknowledge that the area included in the Site Plan is not currently served by municipal sanitary sewer and that initially homes in River's Run will be served by private onsite sanitary systems. Notwithstanding, the Owner shall further excavate, construct, and install on the property depicted on the Site Plan, all reasonable and necessary new sanitary sewer mains, laterals, and related equipment for servicing the buildings to be located in River's Run. All such systems shall meet or exceed standard design specifications as set forth on the Site Plan. All services specified in this paragraph shall be at the sole and exclusive cost of the Owner, not the Town. The sanitary sewer mains and all sanitary sewer laterals are not being dedicated or transferred to the Town, and shall be the Owner's and the Association's sole and exclusive responsibility, including, but not limited to, future maintenance, repairs, and replacements in accordance with Department of Natural Resources (DNR) and Town requirements adopted from time to time.
6. **Water Mains and Laterals.** The parties acknowledge that the area included in the Site Plan is not currently served by municipal water and that initially homes in River's Run will be served by private wells. Notwithstanding, the Owner shall, simultaneously with the construction of the road identified on the Site Plan, construct, excavate, install, and maintain all necessary water mains and laterals reasonable or necessary to service the building improvements depicted on the Site Plan attached hereto, all of which shall meet specifications approved by the local governing body with jurisdiction over such subject matter including, but not limited to the Town. On-site representation during installation shall be required by the Town. All services specified in this paragraph shall be at the sole and exclusive cost of the Owner, not the Town. The water main system shall be a loop system design approved in all respects by the Town's consulting engineer prior to installation, modification and replacement. All such systems shall meet or exceed standard design specifications established periodically or otherwise approved by the Town, prior to initial installation, and prior to modifications and replacements. The water mains, upon completion of installation, and connection to the public water utility system and approval of such installations by the Town, are hereby automatically dedicated and transferred to the Town for future maintenance, repair, and replacement as a Town owned utility. Upon such dedication to the Town as Town owned utility, the Owner and the Association shall remain responsible to repair or replace material defects in workmanship or materials in these utility installations for a period of one year from the dedication and transfer to the Town. Laterals and related equipment from the mains to any buildings to be located on the property shall remain the responsibility of the Owner and the Association. Despite the foregoing, water laterals which extend beyond the water easement boundary line or the curb box, which ever is furthest from the water main easement boundary, are subject to the ownership and control of the Owner and

Association, (not the Town), for all costs and expenses pertaining to installation, repair and replacements.

7. **Storm Sewers/Storm Water Drainage.** The Owner shall further construct, install, excavate, grade and maintain on the property depicted on the Site Plan, all reasonable and necessary new storm sewers and storm water drainage and detention facilities, together with related equipment and appurtenances for controlling storm water drainage in River's Run, including all repairs and replacements thereof. All such systems shall meet or exceed standard design specifications established periodically or otherwise approved by the Town, prior to initial installation, and prior to modifications and replacements. On-site representation during installation shall be required by the Town. All installations and services specified in this paragraph shall be at the sole and exclusive cost of the Owner, not the Town. Storm sewers, storm water drainage systems, and detention facilities are not being dedicated or transferred to the Town, and shall be the Owner's and Association's sole and exclusive responsibility, including, but not limited to, future maintenance, repairs, and replacements in accordance with Department of Natural Resources (DNR) and Town requirements adopted from time to time.
8. **Acceptable Contractors for Utility and Roadwork.** The Town reserves the right to pre-qualify all contractors prior to starting work. The Owner shall submit proposed list of contractors for review by the Town.
9. **As Built Plans.** The Owner agrees to provide "as built" plans and drawings to the Town for all storm water drainage installations, sanitary sewer mains, and water mains installed on the River's Run within 90 days of completion of each such installation. Whenever an automated, computer-aided design system is used in the development of subdivision maps, a digital copy of the final map shall be submitted to the Town Clerk in a format specified by the Town Clerk.
10. **Landscaping/Maintenance.** Landscaping shall be installed and maintained in accordance with the Landscaping Plan as set forth as part of the Site Plan applicable to these covenants, and accordingly, shall be kept reasonably free of noxious weeds and debris and all planting shall be maintained in a healthy condition and disease and dead planting shall be replaced annually. Bedding materials and borders of areas involving plantings of shrubs, trees, or other ornamental vegetation shall be maintained and replaced as is reasonably necessary to maintain good appearance in functional condition. Lawns shall be cut and maintained consistent with practices commonly undertaken by the owners of well-maintained single-family residences. berms shall be maintained to the shoulder of the town public roadways.
11. **On-Site Manager.** A property manager shall at all times be employed for managing the operations of River's Run. Such person or entity serving as property manager shall not be required to be on-site at River's Run on a full-time basis, but shall at a minimum make sufficient regular on-site visits to assure compliance with the covenants contained in this document. The name, address, and phone number of the property manager shall be provided to the Town by the Association to enable the Town to reach the manager for communication purposes regarding matters pertaining to this Agreement.

12. **Building Maintenance.** The exterior of all buildings and structures shall at all times be maintained in good, functional, weatherproof and aesthetic condition. Exterior surfaces shall be painted, stained, repaired and replaced as reasonably necessary for purposes of complying with these provisions. Exterior building components to be maintained in good and serviceable condition at all times shall include, but not be limited to, doors, windows, roofing materials, siding, concrete and all walkways, sidewalks, driveways, decks and patios.
13. **Ownership.** All streets, roads, and storm drainage, storm detention, and storm sewer facilities in the River's Run are and shall remain privately owned by the Owner as a common element.
14. **Storm System Maintenance.** The Owner and Association shall conduct routine maintenance of all storm sewers, storm water drainage systems, and storm water detention facilities to ensure continuing and adequate functional operation of these systems.
15. **Release and Covenant Not to Sue.** The Owner and Association hereby covenants not to sue the Town, its agents, or employees in connection with any issues relating to seepage, flooding, water, moisture, or other forms of water damage in connection with, or related to, the buildings, the water pond, above ground, or below ground water, or moisture in connection with the River's Run development and the improvements constructed thereon. The Owner and Association further releases the Town, all of its agents, and employees from any liability in connection with all past, present, and future water related matters described herein. The Owner and Association accepts sole and exclusive responsibility for the establishment of all building elevations and adjacent yard grades established by the Owner, its predecessor in title to the property described on **Exhibit A**, and their agents and employees.
16. **Building Materials, Landscaping and Lighting Plans.** All exterior building materials and components which are not consistent with the Declaration of Restrictions shall be submitted to the Town Building Inspector prior to issuance of a building permit.
17. **Restriction on Further Subdivision.** No further subdivision shall be made of the River's Run property described on **Exhibit A** without Town approval which will take into consideration plat amendment requirements and any amendments reasonable or necessary in this Agreement, Covenants and Easements to accommodate such matters as Site Plan revisions and cost sharing formulas necessary in the event of separate ownership of parcels of property serviced by common roads and utilities. Under such circumstances agreements between property owners may be required and special provisions assuring cost sharing allocation among separate property owners payable to the Town in the event of Town performance under this Agreement, among other factors reasonable or necessary as conditions for the Town granting approval of further subdivision and/or separation of ownership.
18. **Building/Improvement Layout Plans.** It is acknowledged that the building locations on the Site Plans attached may be subject to modification or adjustment by the Owner. Any material modification or adjustment of the building locations from the locations shown on

the Site Plan shall be presented to the Town and/or any appropriate Town Commissions or Committee for approval prior to commencement of construction. All other material deviations or modifications from the features and/or improvements depicted in the Site Plans shall also be supplied to the Town and/or any appropriate Town Commissions or Committee for approval prior to commencement of construction.

### III. EASEMENTS

The Easements created hereby are the following:

1. **Water Mains.** A non-exclusive public water main Easement is hereby created and granted to and for the benefit for the Town ten feet on each side of all water mains installed on River's Run. This Easement shall permit future maintenance, repairs, and/or replacements of said water main(s) including all ingress and egress rights attendant thereto for carrying out the purpose of this Easement. All costs of future repairs, maintenance, or replacements, are subject to special assessment procedures under Chapter 66 Wisconsin Statutes, or other applicable law, in the discretion of the Town.
2. **Providers of Public Service.** A non-exclusive Easement for ingress and egress is granted to the property described on **Exhibit A** to all providers of public services including, but not limited to such matters as police, fire protection, road maintenance, emergency service vehicles, utility meter reading, and for refuse pick-up. Any impediments to ingress and egress for provisions of such public services intended by this Agreement shall be promptly removed by the Owner upon request from the Town of Lawrence Police Department, Fire Department, Building Inspector, or the Town Board of Supervisors. No easements are hereby granted to any public or private company supplying or installing cable television services to the Property.
3. **Detention Basins and Drainage.** A non-exclusive Easement is granted to the Town for drainage and detention basin purposes (if any) at such locations where shown on the Site Plan attached hereto as **Exhibit B**. These Easements shall be for purposes of excavation, construction, installation, and maintenance of all reasonable or necessary drainage and detention pond purposes to deal with runoff from land located within the Site Plan as determined in the discretion of the Town, including all reasonable ingress and egress thereto for accomplishing the purposes of this Easement. All costs of initial construction and installation, and future maintenance, repair, and replacement of drainage and detention pond facilities located on the property shown on the Site Plan shall be the sole and exclusive cost and responsibility of the Owner and Association, not the Town.
4. **Streets and Roads.** A non-exclusive Easement is granted to the Town for ingress and egress and for (but does not require the Town to perform) construction, maintenance, repair, or replacement of private streets and roads located in River's Run.
5. **Storm Sewers.** A non-exclusive public storm sewer Easement is hereby created and granted to and for the benefit for the Town ten feet on each side of all storm sewers installed on River's Run. This Easement shall permit (but does not require the Town to perform) the excavation, installation, and future maintenance of said storm sewers

including all ingress and egress rights attendant thereto for carrying out the purpose of this Easement. All costs of initial construction and installation, and future maintenance, repair and replacement, of the storm sewers located on the property shown on the Site Plan shall be the sole and exclusive cost and responsibility of the Owner and Association, not the Town.

6. **Sanitary Sewers.** A non-exclusive public sanitary sewer Easement is hereby created and granted to and for the benefit of the Town ten (10) feet on each side of all sanitary sewers installed on the River's Run. This easement shall permit future maintenance, repairs, and/or replacements of said sanitary sewers including all ingress and egress rights attendant thereto for carrying out the purpose of this Easement. All costs of future repairs, maintenance, or replacements, are subject to special assessment procedures under Chapter 66 Wisconsin Statutes, or other applicable law, in the discretion of the Town.
7. **Exclusion.** These Easements do not apply to the utilities services for natural gas, electric service, or telephone service, which the Town does not intend to supply, nor will the Town provide under Section VI. PERFORMANCE below. It is acknowledged that responsibility for granting easements directly with the utility providers for gas, electric and telephone service rests with the Owner to make such arrangements for easements and services by private agreement between the Owner and provider of these specific services.

#### IV. AMENDMENT, MODIFICATION, TERMINATION

1. This Agreement, and the Covenants and Easements herein, may be amended, modified, or fully or partially terminated by the Owner or the Association subject to the condition that such amendment, modification, or termination shall first be approved by a majority vote of the Town Board of Supervisors of the Town at an open Town Board meeting.

#### V. VARIANCES AND NOTICES

1. The Town is hereby granted the right and authority to grant variances in writing upon majority vote of the Town Board to authorize matters at variance with the strict terms and conditions of these Covenants and Easements if such variance is determined by the Town Board in its sole discretion not to be contrary to the health, safety, and general welfare of the owners, occupants, and the public.
2. Such variance or variances may be considered and granted upon application by any Owner or the Association in writing with notice of such application being given by the applicant in writing to all then existing Owners and the Association in the River's Run by personal delivery evidenced by signed receipt, affidavit or service, or by certified mail return receipt requested, at least 20 days in advance of a decision on such variance being made by the Town.
3. Based upon review and recommendations for approval by the Planning & Zoning Committee of the Town of Lawrence, the Town Board has approved the following variances incorporated into the Site Plan described on **Exhibit B**. These variances



modify customary standards applicable to developments, but have been approved by the Planning & Zoning Committee and Town Board as follows:

- a. Street setbacks from private roads in accordance with approved Site Plans.
- b. Building setbacks as shown on the Site Plan.
- c. Street width

The above variances were recommended for approval by the Planning & Zoning Committee to the Town Board based upon unique circumstances applicable to this development. It is acknowledged that these variances were not intended to and do not constitute a precedent for any future real estate project for either the Owner or any third party.

## VI. PERFORMANCE

1. In the event that the Owner or the Association, as the case may be, fails to adhere to, or comply with the Covenants and Easements set forth herein the Town, at its sole and exclusive option, with no obligation to do so, may perform on behalf of the Owner or the Association the requirements or conditions mandated by the Covenants and Easements above.
2. Except in cases of an emergency as determined by the Town, the Town shall give 30 days advance written notice to the Owner, or Association, as the case may be, that performance will be undertaken by the Town if compliance is not made within that 30 day time period.
3. In the event the Town Board declares that an emergency exists due to non-compliance with Covenants, the Town shall give written notice stating the time allowed for compliance up to and including a minimum notice of 24 hours, unless the safety of persons or property are in imminent danger in which case no advance notice shall be required.
4. Any failure to comply with these Restrictive Covenants and Easements by the Owner or the Association, as the case may be, shall constitute a waiver of any and all special assessment notices, and rights of objection, either required or authorized by Wisconsin Statutes Chapter 66 and any other relevant special assessment statutes or laws, and the Town may perform on behalf of the Owner, for purposes of compliance with these Restrictive Covenants and Easements, and thereafter specially assess, and/or specially charge, all costs for services, materials, labor, work performed, and professional fees incurred, against the real estate described in Exhibit A to which such assessments are applicable as a special assessment or charge, in the discretion of the Town, all pursuant to Section 66.0701 or 66.0703 Wis. Stats. The Owner and the Association by their creation of these restrictive Covenants and Easements, hereby consents to the imposition of special charges, or assessments, as authorized herein without further notice or hearing, and further hereby waive all rights of objection to such special assessments or charges resulting from failure or failures to comply with these restrictive Covenants and Easements by the Association and the Owner. The waiver of special assessment notices and rights of objection by the Owner and the Association provided in this paragraph does

not apply to any future public improvement projects for new facilities initiated by the Town beyond the initial installation, repair and maintenance of street, sanitary sewer, drainage, detention pond, and water utilities required to be privately installed and maintained as a condition for permitting development of the project. All such rights to notices and the right to hearing and objection are reserved for such future public improvement projects for new facilities, if any.

5. If the Town elects to undertake performance of any obligations of the Owner or the Association, as the case may be, by reason of failure to perform as required herein, then the cost and expense of such services, materials, labor, work, and professional fees shall be imposed as a special assessment or special charge against the Owner and Association, pursuant to police powers authorized under Section 66.0703(1)(b) of the Wisconsin Statutes in an amount apportioned among the lot or lots, and/or the condominium association(s) and/or the condominium units included in the River's Run in a manner designated by the governing body as authorized by 66.0703(4) Wisconsin Statutes, subject to consent and waivers in VI.4. above. If any violation herein is attributable to less than all Owners, only those Owners responsible will be subject to the special assessments herein as determined in the discretion of the Town.
6. The Town may, in its discretion, require a performance bond to be filed with the Town issued by a surety approved by the Town, or such other financial guarantees approved by either the Town, in such amounts as will adequately assure completion of all construction and installation of streets, water, storm and or sanitary sewer, and drainage and detention facilities, as condition for granting of building and other development permits. As work is completed any such performance bonds or other guarantees shall be reduced proportionately to reflect only that amount necessary to reasonably guarantee performance of remaining uncompleted work.
7. The Town will not, and do not intend, to perform for the Owner or Association regarding the provision of gas, electric, or telephone utilities or services, which will remain the sole and exclusive responsibility of the Owner and Association by private agreement with the providers of these services at all times for both the services and easements necessary for these particular utility installations.

## VII. ENFORCEMENT

1. These Covenants may be enforced by the Owner, the Association, or the Town, and any person or entity violating these Covenants shall be obligated to reimburse the enforcing party or parties for the costs and expenses of successful enforcement including their reasonable attorney's fees.
2. It is acknowledged that although monetary damages may exist in the event of violation of these Covenants such damages alone will not be sufficient and therefore it is declared that these Covenants may also be enforced by means of temporary restraining order, temporary or permanent injunctions, or other equitable relief.

3. The sole and exclusive jurisdiction and venue for enforcement of this Agreement shall be the Circuit Court for Brown County located in Green Bay, Wisconsin and applicable appellate courts and appellate procedures thereafter.
4. Building and/or occupancy permits may be denied or revoked if the Owner is not in compliance with this Agreement.

#### VIII. ADDITIONAL TERMS AND CONDITIONS

This Agreement shall be recorded with the Register of Deeds for Brown County as a condition for proceeding with the development, the costs and arrangements for such recording being the responsibility of the Owner, and a copy of this recorded instrument shall be provided to the Town of Lawrence as a condition prior to proceeding with any development of the property described on Exhibit "A".

#### IX. TERM/PERSONS & PARTIES BOUND

The Covenants and Easements created herein shall be permanent in nature and shall constitute Covenants and Easements running with the land and are therefore binding upon the property, the Owner(s), both present and future, and all of their respective heirs, successors, and assigns.

Dated this 27 day of Jan, 2006.

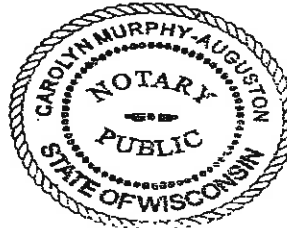
SCHOEN LAIRD FOX RIVER DEVELOPMENT, LLC

BY: [Signature]  
Authorized Representative/Title Benjamin W. Laird

BY: [Signature]  
Authorized Representative/Title  
Stephen J. Schoen

Subscribed and sworn to before me this  
27th day of January, 2006

[Signature]  
Notary Public, State of Wisconsin  
My commission expires 7-19-09



RIVER'S RUN CONDOMINIUM OWNERS  
ASSOCIATION, INC.

BY: [Signature]  
Authorized Representative/Title Benjamin W. Laird

BY: [Signature]  
Authorized Representative/Title  
Stephen J. Schoen

Subscribed and sworn to before me this  
27 day of January, 2006.

Judy A. Benz  
Notary Public, State of Wisconsin  
My commission expires 3/12/06



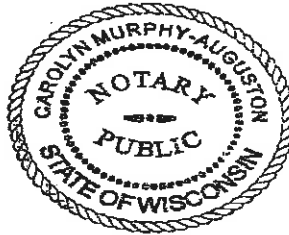
TOWN OF LAWRENCE

BY: [Signature]  
Thomas Perock, Town Chairman

BY: Judy Benz  
Judy Benz, Town Clerk

Subscribed and sworn to before me this  
27th day of January, 2006.

Carolyn Murphy-Augustin  
Notary Public, State of Wisconsin  
My commission expires 7/19/09



Drafted by:  
Benjamin W. Laird  
Godfrey & Kahn, S.C.  
333 Main St.  
PO Box 13067  
Green Bay, WI 54307-3067  
Tel.: 920-432-9300

**EXHIBIT A**

**RIVER'S RUN A LAND ONLY CONDOMINIUM**

**LEGAL DESCRIPTION**

Part of Lots 118 and 119 of William's Grant, a subdivision being located in the Town of Lawrence, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of said Lot 119, Williams's Grant Subdivision; thence S52°23'39"E, 2020.00 feet along the south line of said Lot 119 to the easterly right of way of C.T.H. D, Lost Dauphin Road; thence N37°03'21"E, 264.00 feet along said easterly right of way to the north line of lands described in Volume 794 of Records, Page 457, the POINT OF BEGINNING; thence N36°56'21"E, 403.00 feet along said easterly right of way; thence N39°14'21"E, 403.30 feet along said easterly right of way to the north line of said Lot 118, William's Grant Subdivision; thence S52°26'49"E, 625.47 feet along said north line to a meander corner that is N52°26'49"W, 61 feet more or less from the west bank of the Fox River; thence S64°00'00"W, 297.83 feet along a meander line; thence S52°00'00"W, 277.31 feet along said meander line; thence S57°00'00"W, 194.48 feet along said meander line; thence S64°17'25"W, 98.31 feet along said meander line to a meander corner on the north line of lands described in Volume 794 of Records, Page 457, said meander corner being N52°23'39"W, 51 feet more or less from the west bank of the Fox River; thence N52°23'39"W, 322.21 feet along said north line to the Point of Beginning. Including all lands lying between the above described meander line and the west bank of the Fox River.

Said parcel contains 372,357 square feet or 8.55 acres of land more or less to the meander line.

Said parcel contains 9.58 acres of land more or less to the west bank of the Fox River.

### **EXHIBIT B**

The Site Plans referred to in the Agreement and Restrictive Covenants and Easements for the River's Run Land Only Condominium are on file with the Town of Lawrence. Copies of these Site Plans may be reviewed for inspection or copying at the Town of Lawrence Town Hall.

The Site Plan and/or Site Plans referred to in this Agreement and Restrictive Covenants and Easements include those Site Plans now on file and those Site Plans prepared for River's Run Land Only Condominium in the future and placed on file with the Town of Lawrence in recognition that the River's Run Land Only Condominium is being constructed in progressive stages over a term longer than one year. Accordingly, Site Plans shall be submitted to the Town Board for approval, and following approval will be maintained on file for purposed of establishing and documenting the approved Development of River's Run.

gb122455\_3

DOCUMENT NO.

STATUTORY RESERVE ACCOUNT  
STATEMENT FOR  
RIVER'S RUN CONDOMINIUM

River's Run, a land only condominium, created under the Condominium Ownership Act of the State of Wisconsin by the Declaration of River's Run, dated the 27th day of January, 2006 and recorded the 27th day of March, 2006 in the Office of the Register of Deeds for Brown County, Wisconsin, as Document No. 2247346 and by a Condominium Plat (hereinafter "Condominium").

The Condominium shall not have a Statutory Reserve Account, as described in Wis. Stat. §703.163. This determination is made by the Declarant. It is anticipated that future expenditures for the repair and replacement of the common elements will be funded by the funds collected in a non-statutory reserve account and assessments for such expenditures.

Dated this 27<sup>th</sup> day of March, 2006.

Schoen/Laird Fox River Development, LLC

\*

Title: Benjamin W. Laird, Managing Member

AUTHENTICATION

Signature(s) Benjamin W. Laird

Authenticated this 18 day of September 2006

\* Winston A. Ostrow

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Benjamin W. Laird  
Godfrey & Kahn, S. C.  
PO Box 13067

Green Bay, Wis. 54307-3067

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
gb13088v1

2277987

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
09/27/2006 09:42:26AM

REC FEE: 11.00  
TRANS FEE:  
EXEMPT #  
PAGES: 1

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS T1-76027

Attorney Benjamin W. Laird  
Godfrey & Kahn, S. C.  
PO Box 13067  
Green Bay, Wis. 54307-3067

**BAY TITLE**

L-500, L-500-2 AND L-500-A

Parcel Identification Number

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN, )  
 ) ss.

BROWN COUNTY )

Personally came before me this 27th day of March, 2006, the above named Benjamin W. Laird, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\*

Notary Public, State of Wisconsin.

My Commission is permanent. (If not, state expiration date: \_\_\_\_\_.)