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WASHINGTON COUNTY
REGISTER OF DEEDS
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Pages: **7**

FIRST AMENDMENT TO
RECIPROCAL ACCESS AND USE
EASEMENT AGREEMENT

Document Number

Recording Information

This document was drafted by and
should be returned to:
Michelle Wagner Ebben, Esq.
Michael Best & Friedrich LLP
790 N. Water St., Suite 2500
Milwaukee, WI 53202

PINs:
See Exhibit A and Exhibit B

**FIRST AMENDMENT TO
RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT**

This FIRST AMENDMENT TO THE RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT ("First Amendment") is dated as of October 15th 2025 ("Effective Date"), by and between the Morning Meadows Homeowners Association, Inc., a Wisconsin non-stock corporation ("Morning Meadows"), and the Villas at Morning Meadows Homeowners Association, Inc., a Wisconsin non-stock corporation ("Villas"). Morning Meadows and the Villas may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Morning Meadows manages the Morning Meadows subdivision ("MM Subdivision") located in the Village of Jackson, Washington County, Wisconsin as legally described on Exhibit A, attached hereto and incorporated herein (the "Morning Meadows Property");

WHEREAS, Villas manages the Villas at Morning Meadows subdivision ("Villas Subdivision") located in the Village of Jackson, Washington County, Wisconsin as legally described on Exhibit B, attached hereto and incorporated herein (the "Villas Property");

WHEREAS, a Reciprocal Access and Use Easement Agreement was recorded in the office of the Washington County Register of Deeds on August 12, 2024 as Document No. 1599856 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

AMENDMENT

1. Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth in full herein below.

2. Amendment. The Parties hereby amend the Agreement as follows:

A. All references to "Dog Park" are hereby deleted.

B. Paragraph 2(a) is hereby deleted in its entirety and replaced with the following:

MM EASEMENT. Morning Meadows hereby grants and conveys to Villas a non-exclusive easement over the Morning Meadows Property for the lot owners of the Villas Subdivision to travel over the MM Easement Area for pedestrian access on, over, and across the Trail to, and use of, the Gazebo.

C. Paragraph 3(a) is hereby deleted in its entirety and replaced with the following:

MM EASEMENT AREA MAINTENANCE. Morning Meadows and Villas shall each be responsible for the maintenance, repair, improvement, and/or replacement of the property shaded blue within the MM Easement Area, as depicted on Exhibit C, with Morning Meadows responsible for forty-four percent (44.6%) of such maintenance, repair, improvement, and/or replacement costs and Villas responsible for fifty-five percent (55.4%) of such maintenance, repair, improvement, and/or replacement costs. Morning Meadows shall be responsible, at its sole cost, for the maintenance, repair, improvement, and/or replacement of the property within the MM Easement Area, shaded yellow as depicted on Exhibit C.

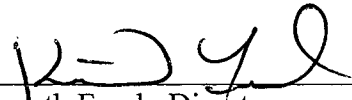
3. Conflicts. In the event of a conflict between the Agreement and the First Amendment, the terms and conditions of this Amendment shall control.
4. Ratification. The Agreement, as modified by this First Amendment, is hereby ratified in all respects, and shall remain in full force and effect in accordance with its terms.
5. Titles and Headings. The title and headings of sections used in this First Amendment are intended for convenience only and shall not in any way affect the meaning or construction of any provision of the Agreement.
6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which together shall constitute one and the same document.
7. Governing Law. This First Amendment shall be governed by and construed according to the internal laws of the State of Wisconsin.
8. Modifications. This First Amendment may be modified, amended, discharged, or waived only by an agreement in writing signed by both Parties, with no exceptions.
9. Entire Agreement. All other terms and conditions in the Agreement are unchanged and in full force and effect.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date.

MORNING MEADOWS

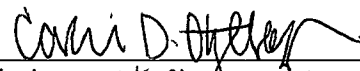
Morning Meadows Homeowners Association, Inc.,
A Wisconsin non-stock Corporation

By: 
Kenneth Frank, Director

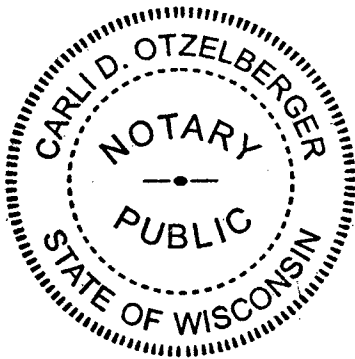
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 15th day of October, 2025, before me, a Notary Public, in and for said State, personally appeared Kenneth Frank, as Director of the Morning Meadows Homeowners Association, to me known to be the same person who executed the within instrument, who acknowledge the same to be their own free act and deed.

Sign here: 
Name: Carli D. Otzelberger
Notary Public, State of Wisconsin

My Commission expires: 5/6/2028



VILLAS:

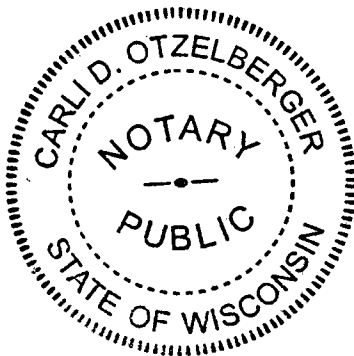
Villas at Morning Meadows Homeowners' Association, Inc.,
A Wisconsin non-stock Corporation

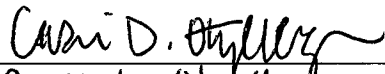
By: 
Kenneth Frank, Director

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 15th day of October, 2025, before me, a Notary Public, in and for said State, personally appeared Kenneth Frank, as Director of the Morning Meadows Homeowners Association, to me known to be the same person who executed the within instrument, who acknowledge the same to be their own free act and deed.



Sign here: 
Name: Carl D. Otzelberger
Notary Public, State of Wisconsin

My Commission expires: 5/6/2028

EXHIBIT A

LEGAL DESCRIPTION OF THE MORNING MEADOWS PROPERTY

Lots 1 through 24 and Outlets 1 and 2 of the Morning Meadows Subdivision according to the Plat recorded on April 26, 2021 in the office of the Washington County Register of Deeds in Map Book 53, Page 69 as Document Number 1530440, being a part of the Southwest 1 /4 of the Southwest 1 /4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

AND

Lots 25 through 51 and Outlot 3 of the Morning Meadows Subdivision Addition No. 1 according to the Plat recorded on December 8, 2021 in the office of the Washington County Register of Deeds in Map Book 53, Page 83 as Document Number 1550966, being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Lot No.	Tax Key No.
1	0521001
2	0521002
3	0521003
4	0521004
5	0521005
6	0521006
7	0521007
8	0521008
9	0521009
10	0521010
11	0521011
12	0521012
13	0521013
14	0521014
15	0521015
16	0521016
17	0521017
18	0521018
19	0521019
20	0521020
21	0521021
22	0521022
23	0521023
24	0521024
Outlot 1	0521025
Outlot 2	0521026
Outlot 3	0521054

Lot No.	Tax Key No.
25	0521027
26	0521028
27	0521029
28	0521030
29	0521031
30	0521032
31	0521033
32	0521034
33	0521035
34	0521036
35	0521037
36	0521038
37	0521039
38	0521040
39	0521041
40	0521042
41	0521043
42	0521044
43	0521045
44	0521046
45	0521047
46	0521148
47	0521149
48	0521050
49	0521051
50	0521052
51	0521053

EXHIBIT B

LEGAL DESCRIPTION OF THE VILLAS AT MORNING MEADOWS SUBDIVISION

Lots 52 through 95 and Outlets 4, 5, and 6 of the Morning Meadows Subdivision Addition No. 2 according to the Plat recorded on March 18, 2024 in the office of the Washington County Register of Deeds in Map Book 54, Page 130 as Document Number 1592680, being a part of the Northwest 1 /4 and Southwest 1 /4 of the Southwest 1 /4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.