



Willow Creek

Willow Creek Deed Restrictions

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Third Amendment To Declaration Of
Restrictions For Willow Creek

Document Number

Document Title

1059642

Document Number

Office of Registrar of Deeds
Dodge County, Wisconsin

RECEIVED FOR RECORD

Dec 02, 2005

at 11:35 o'clock A.M.

Chris Planasch

CHRIS PLANASCH - Registrar

Recording Area

Name and Return Address:

Title West
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

Parcel Identification Number (PIN)

000194

Return to: Title West
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

Drafted By: Atty. Daniel R. Heiden
State Bar No. 1017551

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR WILLOW CREEK

Willow Creek Development, LLC, as the Developer of the Willow Creek and Willow Creek Addition No. 1 Subdivisions, in the Town of Ashippun, Dodge County, Wisconsin, executed a DECLARATION OF RESTRICTIONS FOR WILLOW CREEK (hereinafter the "Declaration"), dated September 19, 2003, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on September 24, 2003, as Document No. 1005125.

Said Declaration was amended by AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WILLOW CREEK, dated June 27, 2005, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on August 11, 2005, as Document No. 1052155, and a SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WILLOW CREEK, dated June 27, 2005, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on August 11, 2005, as Document No. 1052157.

The legal descriptions of the properties subject to said DECLARATION, as amended, are attached hereto as Exhibit A. Pursuant to the provisions of Section 27 of said Declaration, the Declaration may be changed, modified or amended, with the consent of the Developer, by written declaration executed by the owners of at least 60% of the lots subject to the Declaration.

Now Therefore, Willow Creek Development, LLC, as the Developer of the Willow Creek and Willow Creek Addition No. 1 Subdivisions, in the Town of Ashippun, Dodge County, Wisconsin, and the undersigned, as the owners of at least 60% of the lots subject to the Declaration, hereby further amend said Declaration, so as to change the minimum height of the required lamppost, as set forth in the second paragraph of Section 22, from 8 ½ feet to 7 ½ feet.

000195

Willow Creek Development, LLC, Developer

Date: 9-27, 2005

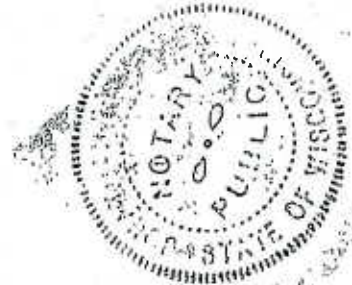
[Signature]
Michael D. Schutte, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 27th day of September, 2005, the above named Michael D. Schutte, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Jonathan E. Spheeris
Notary Public, Waukesha County, WI
My Commission expires: 7-16-06



000196

Willow Creek Development, LLC,
as Owner of Lots 1 through 4, 7 through 22, 25, 26, 46, 61, 62 and 64, Willow Creek, and Lots 69 through 108, Willow Creek Addition No. 1.

[Signature]
Michael D. Schutte, Managing Member

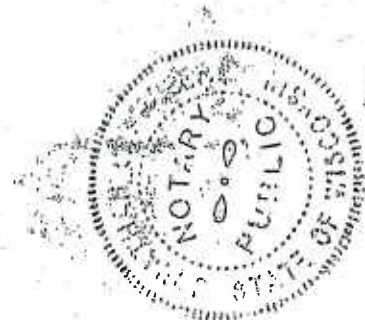
Date: 9-27, 2005

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 27th day of September, 2005, the above named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Jonathan E. Spheeris
Notary Public, Waukesha County, WI
My Commission expires: 7-16-06



YLL, LLC,
as Owner of Lots 42, 63 and 68, Willow Creek:

By: Devin E. Wolf Admin. Date: 10-26-05, 2005
Print Name: Devin E. Wolf, Administrator

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 26th day of October, 2005, the above named Devin E. Wolf, Administrator of YLL, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

R. H. Markewicz
Print Name: R. H. Markewicz
Notary Public, Waukesha County, WI
My Commission expires: 6-1-06



000197

EXHIBIT A

LEGAL DESCRIPTION OF WILLOW CREEK
(LANDS SUBJECT TO THE ORIGINAL
DECLARATION OF RESTRICTIONS FOR WILLOW CREEK)

Lots 1 through 68, and Outlots 1, 2 and 3, in Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAlaavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

LEGAL DESCRIPTION OF WILLOW CREEK ADDITION NO. 1
(LANDS ADDED TO THE DECLARATION BY THE
AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WILLOW CREEK)

Lots 69 through 108, in Willow Creek Addition No. 1, being a part of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 29, Town 9 North, Range 17 East, Town of Ashippun, Dodge County, Wisconsin.

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1052157

Document Number

Office of Register of Deeds

Dodge County, Wisconsin

RECEIVED FOR RECORD

Aug 11, 2005

at 11:15 o'clock A.M.

Chris Planasch

CHRIS PLANASCH - Registrar

Return to: Title West
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

Drafted By: Atty. Daniel R. Heiden
State Bar No. 1017551

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR WILLOW CREEK

Willow Creek Development, LLC, as the Developer of the Willow Creek and Willow Creek Addition No. 1 Subdivisions, in the Town of Ashippun, Dodge County, Wisconsin, executed a DECLARATION OF RESTRICTIONS FOR WILLOW CREEK (hereinafter the "Declaration"), dated September 19, 2003, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on September 24, 2003, as Document No. 1005125, and an AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WILLOW CREEK, dated June 27, 2005, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on August 11, 2005, as Document No. 1052155. The legal descriptions of the properties subject to said DECLARATION, as amended by said AMENDMENT, are attached hereto as Exhibit A. Pursuant to the provisions of Section 27 of said Declaration, the Declaration may be changed, modified or amended, with the consent of the Developer, by written declaration executed by the owners of at least 60% of the lots subject to the Declaration.

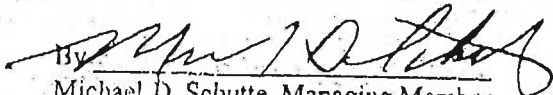
Now Therefore, Willow Creek Development, LLC, as the Developer of the Willow Creek and Willow Creek Addition No. 1 Subdivisions, in the Town of Ashippun, Dodge County, Wisconsin, and the undersigned, as the owners of at least 60% of the lots subject to the Declaration, hereby declare that said Declaration, as previously amended, be changed, modified and amended as follows:

1. Lot 1, Willow Creek, is zoned for commercial use, and may be used and developed for commercial purposes. Nothing contained in the Declaration, or this Amendment, shall be construed as prohibiting the use of Lot 1, Willow Creek for such other purposes as may be allowed by applicable zoning now or in the future.
2. The provisions of Sections 2 through 8, Sections 10 through 22, and Section 24 of the Declaration shall not apply to Lot 1, Willow Creek.
3. The Declaration shall not be further amended to place any restrictions on the use of, or construction on, Lot 1 without the express written consent of all owners and mortgagees of Lot 1.
4. The maintenance obligations of the Homeowner's Association and Lot Owners pursuant to paragraph 34 of the Declaration include, but are not limited to, the maintenance practices and maintenance obligations as set forth in The DECLARATION OF STORMWATER MANAGEMENT FACILITY MAINTENANCE PRACTICES dated August 11, 2005, and recorded in the Office of the register of Deeds for Dodge County, Wisconsin on August 11, 2005, as Document No. 1052156.

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Willow Creek Development, LLC, Developer

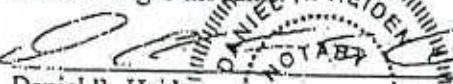
Date: August 11, 2005


Michael D. Schutte, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

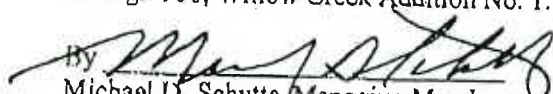
Personally came before me this 11 day of August, 2005, the above named Michael D. Schutte, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.


Daniel R. Heiden
Notary Public, Waukesha County, WI
My Commission is permanent



000158

Willow Creek Development, LLC,
as Owner of Lots 1 through 4, 7 through 22, 25, 26, 46, 61, 62 and 64, Willow Creek, and Lots 69 through 108, Willow Creek Addition No. 1.


Michael D. Schutte, Managing Member

Date: August 11, 2005ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 11 day of August, 2005, the above named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Daniel R. Heiden
Notary Public, Waukesha County, WI
My Commission is permanent



YLL, LLC,

as Owner of Lots 42, 63 and 68, Willow Creek:

By: [Signature] Date: August 11, 2005
Print Name: Devin E. Wolf, AdministratorACKNOWLEDGMENTSTATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 11 day of August, 2005, the above named Devin E. Wolf,
Administrator of YLL, LLC, to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

[Signature]
Daniel R. Heiden
Notary Public, Waukesha County, WI
My Commission is permanent

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EXHIBIT A

LEGAL DESCRIPTION OF WILLOW CREEK
(LANDS SUBJECT TO THE ORIGINAL
DECLARATION OF RESTRICTIONS FOR WILLOW CREEK)

Lots 1 through 68, and Outlots 1, 2 and 3, in Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAlavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

LEGAL DESCRIPTION OF WILLOW CREEK ADDITION NO. 1
(LANDS ADDED TO THE DECLARATION BY THE
AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WILLOW CREEK)

Lots 69 through 108, in Willow Creek Addition No. 1, being a part of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 29, Town 9 North, Range 17 East, Town of Ashippun, Dodge County, Wisconsin.

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Return to: Title West
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

Drafted By: Atty. Daniel R. Heiden
State Bar No. 1017551

1052155
Document Number
Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

Aug 11, 2005
at 11:15 o'clock A. M.

Chris Planasch
CHRIS PLANASCH - Registrar

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR WILLOW CREEK

Willow Creek Development, LLC, as the Developer of the Willow Creek Subdivision, in the Town of Ashippun, Dodge County, Wisconsin, executed a DECLARATION OF RESTRICTIONS FOR WILLOW CREEK (hereinafter the "Declaration"), dated September 19, 2003, and recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on September 24, 2003, as Document No. 1005125. The legal description of the property subject to said Declaration is attached hereto as Exhibit A. As set forth in Section 1 of said Declaration, the Developer reserved the right to record an amendment to said Declaration at such time as a subdivision plat adding a future phase of the Willow Creek development was recorded, for the purpose of including, in the lands subject to said Declaration, all or any part of the lands included in such subdivision plat. Developer is recording, prior to the recording of this Amendment, the subdivision plat for Willow Creek Addition No. 1. Developer is executing this Amendment for the purpose of adding the Lots in Willow Creek Addition No. 1 to the lands included in the Declaration.

Now Therefore, Willow Creek Development, LLC, as the Developer of the Willow Creek and Willow Creek Addition No. 1 Subdivisions, in the Town of Ashippun, Dodge County, Wisconsin, hereby amends said Declaration so as to include in the lands subject to said Declaration, all of the lots in Willow Creek Addition No. 1, as more particularly described on Exhibit B attached to this Amendment.

Dated this 27 day of June, 2005.

Willow Creek Development, LLC, Developer

By *Michael D. Schutte*
Michael D. Schutte, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

Personally came before me this 27 day of June, 2005, the above named Michael D. Schutte, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Rebecca A. Faherty
Print Name: Rebecca A. Faherty
Notary Public, Waukesha County, WI
My Commission expires: 4/22/2007



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EXHIBIT A

LEGAL DESCRIPTION OF WILLOW CREEK (PHASE 1) LANDS

Lots 1 through 68, and Outlots 1, 2 and 3, in Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

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EXHIBIT B

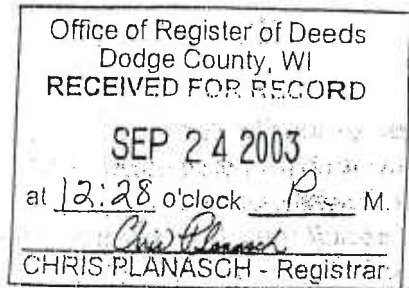
LEGAL DESCRIPTION OF WILLOW CREEK ADDITION NO. 1 LANDS
ADDED BY THIS AMENDMENT TO
THE DECLARATION OF RESTRICTIONS FOR WILLOW CREEK

Lots 69 through 108, in Willow Creek Addition No. 1, being a part of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, Town 9 North, Range 17 East, Town of Ashippun, Dodge County, Wisconsin.

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1005125

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188



**DECLARATION OF RESTRICTIONS
FOR
WILLOW CREEK**

This Declaration is made this 19 day of September, 2003 by Willow Creek Development, LLC, hereinafter the "Developer".

WHEREAS, Willow Creek Development, LLC is the developer and owner of the Willow Creek Subdivision (Phase I), in the Town of Ashippun, Dodge County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer is the owner of the property described on the attached Exhibit B, which property is adjacent to the Willow Creek Subdivision (Phase I), and upon which Developer intends to develop future phases of the Willow Creek Subdivision; and

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

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, and such additional real property as Developer may subject to this Declaration of Restrictions, by future amendment(s) hereto, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, ~~reservations and easements hereinafter set forth which shall inure to the benefit of the Developer~~ and his respective successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A. At such time as the subdivision plat or certified survey map for each future phase of the Willow Creek development is recorded, the Developer shall have the right to record an amendment to this Declaration of Restrictions so as to include herein all or any part of any lands included in any such subdivision plat or certified survey map. Any such amendment may include, at Developer's sole discretion, all or any part of the lands described on the attached Exhibit B, and/or all or any part of any other lands now owned or hereafter acquired by Developer which are adjacent to any present or future phase of the Willow Creek development. This Declaration of Restrictions shall become effective as to added lands upon the recording of the amendment therefor. All decisions regarding whether

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or not to submit and subject all or any portion of the property described on the attached Exhibit B and/or all or any portion of other lands located within a subdivision plat or certified survey map for any future phase of the Willow Creek development shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional phases off the Willow Creek Subdivision need be executed only by the developer.

The terms "Willow Creek", "Willow Creek development" and "subdivision", as used in this Declaration of Restrictions, are initially defined as the property described on the attached Exhibit A. From and after the date of recording of each amendment adding additional lands hereto, said terms shall be deemed to include the added lands. The term "subdivision", for purposes of this Declaration, includes all forms of land divisions, including subdivision plats and certified survey maps.

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

The terms "Common Outlot" and "common area" shall be deemed to include any outlot held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval, and any signage and/or landscaping easement established for the common benefit of Lot Owners. Unless Developer executes and records an express declaration to the contrary, each such common area shall be deemed a common area for the entire Willow Creek development, notwithstanding the fact that the ownership or rights in such common area are established by a subdivision plat, certified survey map and/or subdivision development approval for Lot Owners in one or more, but less than all, of the phases of the subdivision. The common outlots in Phase I are Outlots 1, 2, and 3, as shown on the plat.

2. GENERAL PURPOSE

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

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious

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architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

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

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Willow Creek Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot Owners. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the

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Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

It is the sole responsibility of the Lot Owner to set the basement floor elevation at an appropriate level. It is further the sole responsibility of the Lot Owner to investigate and obtain qualified opinions from experts that subject Lot will accommodate the home, placement and grading that Lot Owner intends. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee or Developer have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor Developer shall have any liability or responsibility in the event either or both of them approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

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

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, brick and/or stucco, double-4 or double-5 metal or vinyl siding, plank or fish-scale cement board, or efis system siding (such as Dryvit). Corner boards must be three and one-half inch or larger cedar board or cedar board designed cement board, or vinyl or metal material acceptable to the Architectural Control Committee. No other types of metal, vinyl or cement board siding shall be permitted. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality

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appearance of dwellings in the subdivision.

No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

Fireplaces are not required. Direct venting is permissible.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be equipped with automatic garage door openers for all overhead doors. No detached garages shall be permitted.

Storage sheds shall be allowed on any Lot providing they are approved as to design, location by the Architectural Control Committee. The design and exterior must match that of the home. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Town of Ashippun unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Willow Creek Subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 1500 square feet.
- ii. One and one-half story shall have a minimum square footage of living space of not less than 1800 square feet total with not less than 1000 square feet on the first floor.
- iii. Two story houses shall have minimum square footage of living space of not less than 1800 square feet with not less than 900 square feet of living space on the first floor.
- iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 1400 square feet total on the upper two levels.
- v. Bi-level houses shall have a minimum square footage of living space of not less than 1500 square feet on the upper level.

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

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8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Town of Ashippun for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other Requirements or provisions of the Declaration, and in the event Developer retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. TREES

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

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in granting approval for the location of the house, driveway and any and all other structures on any Lot.

The Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) hardwood trees, in the front yard of the residence, each tree shall have a minimum trunk diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan. The two required trees shall be planted a minimum of 15 feet from the public sidewalk.

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11. BUILDING SETBACKS.

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

The minimum building setbacks and offsets are:

42 feet minimum from all front property lines within the subdivision;
10 feet minimum per side property line, with 25 feet total of both sides
25 feet minimum from all rear property lines; and
67 feet minimum from State Highway 67 and County Trunk "O"

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

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete and/or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

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

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

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

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area consisting of a strip of land extending from the minimum front yard setback line to a line parallel to and 50' back from said front yard setback line, extending across the Lot to the minimum side yard set back lines. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

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

15. OUTDOOR STORAGE

No outdoor storage of any truck larger than a 1-ton pickup truck shall be permitted on any lot.

16. UTILITY RESTRICTIONS

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

17. ANIMALS AND LIVESTOCK AND POULTRY

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

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to

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advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association.

19. LAWN, YARD AND LANDSCAPING

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Landscaping completed by Developer/Seller that may be on a lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and/or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the Subdivision. Maintenance of such landscaping shall become the Lot Owners and/or Homeowners Association responsibility after closing, and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

Landscaping completed by Developer/Seller that may be on the common areas of the Subdivision; including trees, plantings, grass areas, ponds, signs, and/or other ornamentation; are completed at Developer/Seller expense to enhance the beauty of the Subdivision. At such time that the Homeowner's Association is turned over to the Lot Owners, maintenance of such landscaping shall become the Homeowner's Association responsibility and the Developer/Seller shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Willow Creek Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

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22. MAILBOX, LAMPPOST AND LANTERN

Each Lot shall have a uniform mail box and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mail box, newspaper box and post, including size, style, color, paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes, newspaper boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and install the mail boxes, newspaper boxes and/or posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing same. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times, and in compliance with the specifications.

Each Lot Owner is required to purchase and install, prior to the issuance of the Occupancy Permit for the home on the Lot, a uniform lamppost and lantern. As required by the Dodge County Planning and Development Committee, the lamppost and lantern shall have a minimum 100 watt bulb, be located a minimum of two feet (2') behind the road right-of-way and adjacent to the building number and driveway entrance, have a minimum height of 8 ½ feet and a maximum height of 12 feet, and be equipped with a photoelectric sensor so that the lantern is lit from dusk to dawn. Additional lamppost and lantern specifications, not in conflict with the aforementioned requirements, including manufacturer, model number, size, style, color, paint or stain, and materials and light bulb specifications, and the location at which same is to be installed, shall be such as are specified by the Architectural Control Committee. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts and/or lanterns, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the lamppost and lantern in a first class condition at all times, and in compliance with the specifications.

23. EASEMENTS

The Developer at its sole discretion may grant easements to the Town of Ashippun and/or to any public or private utilities, upon, over, through or across those portions of any Lot or Outlot in the subdivision for purposes of allowing the Town of Ashippun or any utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

24. SWIMMING POOLS AND HOT TUBS

In-ground and above-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Town and county ordinances and specifications. Above ground swimming pools are required to include appropriate screening.

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Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Town of Ashippun, Dodge County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Town, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Town of Ashippun, Dodge County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

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

26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Town of Ashippun, a copy of which is on file in the office of the Town Clerk of the Town of Ashippun.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, or any portion of the land described on the attached Exhibit B, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, the provisions of Section 34 shall not be amended or modified without the approval of the Town Board of the Town of Ashippun. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Dodge County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or

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more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT

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

29. ENFORCEMENT

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

30. TERM

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

31. SEVERABILITY

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

32. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

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

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

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Dodge County and/or the Town of Ashippun, the personal obligation of the Lot Owners, until paid. In the event Dodge County and/or the Town of Ashippun become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed by this Declaration. Further, in the event Dodge County and/or the Town of Ashippun become the owners of any Lot through the tax delinquency process, neither the County or the Town shall have any personal obligation for the payment of Association assessments.

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

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

33. OUTLOTS 1, 2, AND 3.

The Willow Creek Subdivision Plat contains areas designated as Outlots 1, 2, and 3. Said Outlots are common areas for the Lots in Willow Creek. Each Lot in Willow Creek shall be deemed to include an equal undivided ownership interest in Outlots 1, 2, and 3, and each conveyance of a Lot in Willow Creek shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

34. MAINTENANCE OF DRAINAGE EASEMENTS AND COMMON AREAS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas and subdivision entrance signage. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas and stormwater management facilities located within the individual Lots which are subject to this Declaration of Restrictions and all drainage easement areas and

stormwater management facilities within common areas. In the event the Owner's Association does not properly landscape and/or maintain said items, the Town of Ashippun may send written notice to the Association setting forth which of said items the Town has determined are not properly landscaped and/or maintained, and stating that the Town of Ashippun may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Town determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Town determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Town of Ashippun shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Town of Ashippun, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats. The Town and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance and/or correction of any of the matters addressed by this Section 34.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Town's authority of enforcement against the Association, as described in Section 34, above.

36. EXISTING BUILDINGS ON LOT 68

Lot 68 contains an existing single family house and outbuildings. To the extent that said existing buildings do not presently comply with the restrictions set forth herein, same shall not be deemed to be in violation of these restrictions, and no alteration, updating, remodeling or addition shall be required to be undertaken to bring said buildings into compliance with these restrictions. Any alteration, updating, remodeling or addition which is hereafter undertaken shall, however, require Architectural Control Committee approval to the same extent that such approval would be required for similar work to any other structure in the Subdivision, and shall be done in such a manner so that the alteration, updating, remodeling and/or addition complies, to the extent practical, to the provisions of these restrictions. The existence of structures on Lot 68 which do not conform to this Declaration of Restrictions does not give the Lot Owner the right to replace same. A replacement structure will not be allowed if it does not fully comply with this Declaration of Restrictions. The owner of Lot 68 shall have the obligation to maintain the existing house and outbuildings in a first class condition, and this obligation may be enforced as a covenant of this Declaration of Restrictions

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By Michael D. Schutte
Michael D. Schutte, Member

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Personally came before me this 19 day of September, 2003, the above-named Michael D. Sullivan to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County,
My commission expires _____

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EXHIBIT A
LEGAL DESCRIPTION

Lots 1 through 68, and Outlots 1, 2 and 3, in Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

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EXHIBIT B
LEGAL DESCRIPTION

[Willow Creek Phase II lands]

Being all of lots 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying Easterly of lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T9N, R17E, Town of Ashippun, Dodge County, Wisconsin, more fully described as follows;

Commencing at the West 1/4 corner of said Section 29; thence S88°29'50"E, along the North line of the SW 1/4 of said Section 29, 2615.33 feet to the center of said Section 29; thence S00°40'53"E, along the East line of said SW 1/4, 47.95 feet to the Southerly right-of-way line of CTH O and the place of beginning of the hereinafter described lands; thence continuing along said East line, S00°40'53"E, 1273.69 feet to the South line of the North 1/2 of said SW 1/4; thence N88°21'46"W, along said South line 1302.21 feet to the East line of the West 1/2 of said SW 1/4; thence S00°55'25"E, along said East line, 1138.65 feet to the Northerly right-of-way line of the Union Pacific Railroad; thence N52°59'22"W, along said Northerly line, 1185.18 feet to the Southeasterly corner of lot 7, McAleavey's Addition; thence N22°11'05"W, along the Easterly line of lots 1 and 7 of said Subdivision, 493.45 feet to the NE corner of lot 1 of said Subdivision; thence N21°55'04"W, 162.33 feet to a point; thence N88°21'41"W, 71.37 feet to a point on the Easterly right-of-way line of STH 67; thence along said Easterly line on the following described courses; thence N19°40'46"W, 389.45 feet to a point; thence N13°39'12"W, 387.35 feet to a point; thence N05°38'51"W, 298.15 feet to a point; thence N42°58'16"E, 96.36 feet to a point on the Southerly right-of-way line of CTH O; thence along said Southerly line on the following described courses; thence S86°11'59"E, 41.23 feet to a point; thence S88°28'55"E, 346.41 feet to a point; thence N01°31'05"E, 27.00 feet to a point; thence S88°28'55"E, 696.00 feet to a point; thence S01°31'05"W, 27.00 feet to a point; thence S88°28'55"E, 554.00 feet to a point; thence N01°31'05"E, 27.00 feet to a point; thence S88°28'55"E, 600.00 feet to a point; thence S01°31'05"W, 12.00 feet to a point; thence S88°28'55"E, 470.24 feet to a point; thence S89°51'55"E, 11.82 feet to the place of beginning. Said lands containing 4,175,585 square feet (95.858 acres).

Excepting from the above described property all of the lands within the Subdivision Plat for Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

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DOCUMENT NO.

**DECLARATION OF
STORMWATER MANAGEMENT
FACILITY MAINTENANCE
PRACTICES**

WHEREAS, the Town of Ashippun approved the final plat of Willow Creek Addition No. 1; and

WHEREAS, Stormwater management facilities and systems are and/or will be located on Outlot 1 of the Willow Creek Subdivision to service the Willow Creek and Willow Creek Addition No. 1 Subdivisions (which subdivisions are hereinafter collectively referred to as the "Willow Creek Development"); and

WHEREAS, other stormwater management facilities and systems within the plat of Willow Creek Addition No. 1 consist of the shaded areas on Exhibit A attached hereto, which are located within the right of way of South Hickory Hills, West Schurre Dr., on and along the lot line of Lots 96 & 97 and on the south lot line of Lot 95, Willow Creek Addition No. 1; and

Whereas other stormwater management facilities, systems and drainage easements are shown on the plat of Willow Creek Subdivision; and

WHEREAS, the maintenance of Outlot 1, Willow Creek, is and will be the responsibility of the owners of all lots in the Willow Creek Development; and

WHEREAS, it is necessary that the stormwater management facilities and systems and drainage easements located on the outlots and on and along the aforementioned common lot lines and as otherwise shown on the final plats of the Willow Creek Development be maintained; and.

WHEREAS, to assure appropriate and necessary maintenance of the stormwater management facility and system located and to be located on Outlot 1 and in the grass swales, all of which constitute the stormwater management facilities and systems, and to provide greater specificity to the Willow Creek Homeowner's Association and the individual Lot Owners of the maintenance requirements that the Town is and will be imposing, this maintenance plan is being prepared and recorded in the office of the Register of Deeds for Dodge County; and

WHEREAS, the provisions set forth herein are to run with the land and are to be transferred to all lot owners, heirs, successors and assigns.



1052156

Document Number

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

Aug 11, 2005
at 11:15 o'clock A. M.

Chris Planasch
CHRIS PLANASCH - Registrar

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Title West
N14 W24200 Tower Pl., # 110
Waukesha, WI 53188

Parcel Identification Number

00146

NOW, THEREFORE, the undersigned hereby executes this Declaration with respect the following described property:

Property Description: Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin; and,

Willow Creek Addition No. 1 Subdivision, being a Subdivision of a part of the NW 1/4 and NE 1/4 of the SW 1/4 of Section 29, T.9n., R.17E., Town of Ashippun, Dodge County, Wisconsin.

Conditions Imposed:

Maintenance Plan and Agreement for Stormwater Facilities

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1. The developer/owner agrees to construct stormwater management facilities as reflected on Exhibit B attached hereto.
2. The developer/owner hereby subjects the Willow Creek Development to the minimum stormwater practice maintenance requirements set forth on Exhibit C attached hereto, which restrictions and requirements are to run with the land and are to be transferred to all heirs, successors and assigns.
3. Wet ponds Nos. 1 and 2 shown on Exhibit B shall be constructed according to the cross-section of wet ponds reflected on Exhibit C1 attached hereto.
4. As provided in the general Declaration of Restrictions for the Willow Creek Development, a Willow Creek Homeowners Association shall be formed. Maintenance of all common areas within the Willow Creek Development, including Outlot 1, which indicate drainage easements for stormwater collection, conveyance and treatment, and accesses shown on Exhibit A to said outlots, shall be in fractional shares to all lots within the Willow Creek Development, each lot owner being responsible for a 1/108th share of the cost of maintenance in the aforementioned areas.
5. The Association is and shall be solely responsible for the maintenance, upkeep and repair of the common areas, including the stormwater management facilities of the Willow Creek Development, as more particularly set forth in the Declaration of Restrictions and Covenants and according to the requirements of Exhibit C attached hereto.
6. The Association shall be solely responsible for the maintenance of the stormwater management facilities pursuant to the requirements of Exhibit C attached hereto. Maintenance shall be undertaken consistent with the maintenance recommendation of Exhibit C. The Town is authorized to access any property to conduct inspections of stormwater management facilities as necessary to ascertain that the facilities are being maintained and

operated in accordance with this agreement. The Association or individual owners, as needed but not less than on an annual basis, shall provide maintenance of each stormwater management facility including, but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management facilities, and sediment removal. Upon notification of the Association or individual lot owner by the Town of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Town.

7. In the event that maintenance of the stormwater management facilities is not undertaken by the Association or the individual lot owner, the Town is authorized, but not required, to perform maintenance work on the stormwater management facilities if such failure to maintain (a) has a material adverse effect on property other than the Willow Creek Development, or (b) endangers the public health, safety or welfare; provided, however, that before the Town shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the Town of Ashippun may send written notice to the Association stating with specificity the maintenance activities the Town deems to be required with respect to the stormwater management facilities, and stating that the Town of Ashippun may perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Town determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Town determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Town of Ashippun shall then have the authority, but not the obligation, to undertake such maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Town of Ashippun, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats. The Town and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance and/or correction of any of the matters addressed by this section.

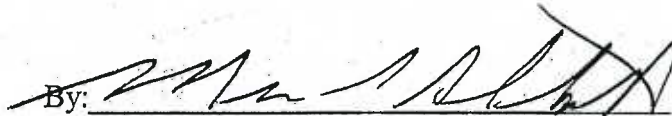
8. The developer/owner hereby confirms that it has granted (by the last sentence of Section 34 of The Declaration of Restrictions for Willow Creek recorded September 24, 2003, as Doc. No. 1005125) to the Town of Ashippun an easement, right-of-way and license over, under, across and upon Outlot 1 and areas adjacent thereto for the purpose of inspecting the stormwater management facility and system located thereon; and in the event of the failure of the Association to perform said maintenance, this easement granted by the developer/owner includes the right to enter upon said outlot to perform any maintenance, repairs, reconstruction or revegetation of the stormwater management facilities and system as may be necessary pursuant to the terms of this Declaration.

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IN WITNESS WHEREOF, this Declaration has been executed this 17 day of August, 2005.

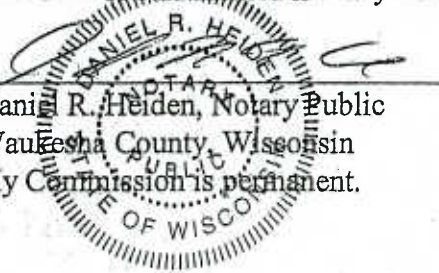
DEVELOPER/OWNER

Willow Creek Development, LLC

By: 
Michael D. Schutte, Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF DODGE)

Personally came before me this 17th day of August, 2005, the above-named Michael D. Schutte, Managing Member of Willow Creek Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and as such official acknowledged the same as the properly authorized act of said limited liability company.


Daniel R. Heiden, Notary Public
Waukesha County, Wisconsin
My Commission is permanent.

This instrument was prepared by:

Atty. Daniel R. Heiden, State Bar No. 1017551

MW832367_1

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COUNTY TRUNK HIGHWAY O

OUTLOT 3

WEST SCHURE DRIVE

OUTLOT 1

SOUTH HICKORY HILLS DRIVE

OUTLOT 4

EAST SCHURE DRIVE



EXHIBIT A - LEGAL DESCRIPTION

THE FOLLOWING DESCRIPTION AND REDUCED COPY MAP IDENTIFIES THE LAND PARCEL(S) AFFECTED BY THIS AGREEMENT. FOR A LARGER SCALE VIEW OF THE REFERENCED DOCUMENT, CONTACT THE DODGE COUNTY REGISTER OF DEEDS OFFICE.

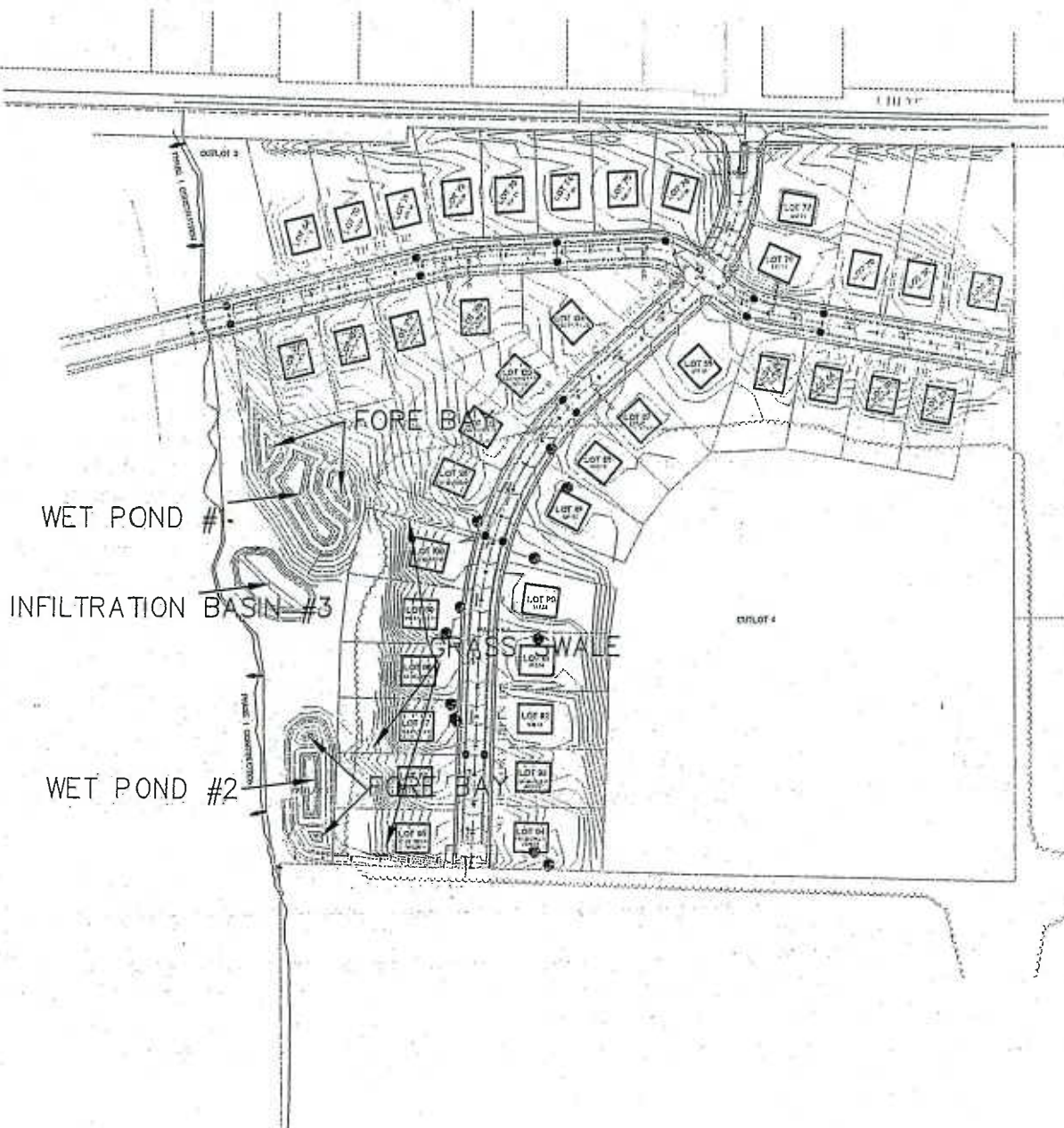
SUBDIVISION NAME : WILLOW CREEK AND WILLOW CREEK ADD'N, NO. 1
DATE OF RECORDINGS : PHASE I-2003; PHASE II-2005
EXHIBIT PREPARED BY : LAKE COUNTRY ENGINEERING, INC.
LOCATION : BEING A PART OF SECTIONS 29 AND 30, T.9N., R.17E., TOWN OF ASHIPUN, DODGE COUNTY, WISCONSIN.

NOTE : SHADED AREA INDICATES A DRAINAGE EASEMENT FOR STORM WATER COLLECTION, CONVEYANCE, AND TREATMENT.

EXHIBIT B - LOCATION MAP **STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT**

The storm water management practices covered by this agreement are depicted in the reduced copy of the construction plans, as shown below. The practices include two wet ponds with fore bays and grass swales. All of the noted storm water management practices are located within drainage easements as noted on the subdivision plat, as noted in Exhibit A.

Subdivision name	Willow Creek add. 1
Storm water practices	Wet ponds, with fore bays, and grass lined swales
Owners of outlots	Owners of lots 1-108, inclusive
location of practices	Outlots of subdivision & misc. drainage easements



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Exhibit C

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the responsible party to enforcement of the provisions listed on page 1 of this Agreement by the Town of Ashippun

System Description:

The wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The basins have two forebays (smaller ponds) located at the low end of grass swales. In addition to runoff conveyance, the grass swales also allow infiltration and filtering of pollutants, especially from smaller storms. The forebays are each 4 to 5 feet deep. They are connected to the main pool by a weir. The forebays will trap coarse sediments in runoff, such as road sands, thus reducing maintenance of the main basin. The main pool will trap the finer suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Figures 1 and 2).

The basin #1 receives runoff from a 17.8 acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 24-inch cmp extending through the berm in the southeast corner of the basin. On the face of the 24-inch pipe, there is a 30" riser with 1-3-inch drilled hole (orifice) with stone in front of it. This orifice controls the water level at elevation 890.00 and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the top of the riser or flow over the rock lined emergency spillway. This basin then drains into a 6" deep infiltration basin prior to discharging into the ditch. The basin #2 receives runoff from a 10.5 acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 12-inch cmp extending through the berm in the southeast corner of the basin. On the face of the 12-inch pipe, there is a 18" riser with 1-4-inch drilled hole (orifice) with stone in front of it. This orifice controls the water level at elevation 870.00 and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the top of the riser or flow over the rock lined emergency spillway. All elevations in the figures below represent planned values and are presented in feet above mean sea level (NAD 1929). These are required to be field verified upon construction. Actual elevations (and more detailed information on the designs) can be obtained by contacting the Dodge County Department of Parks and Land Use or Town of Ashippun, and can be used as a reference point during maintenance inspections.

Minimum Maintenance Requirements:

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of semi-annually early spring & early autumn) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.

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5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the water's edge for safety and pollutant removal purposes.
6. When sediment in the forebays or the basin has accumulated to an elevation of two feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.
7. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Town of Ashippun under the provisions listed on page 1 of this Agreement.

Infiltration basin: To ensure the proper function of storm water infiltration basin, the the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
 - o For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mowed below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
 - o After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
 - o Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
 - o Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacture's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - o If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - o If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 - o If inspection of the monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
 - o If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
3. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.

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4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
6. No trees are to be planted or allowed to grow on the earthen berms of the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected semi-annually and any woody vegetation removed.

PLAT WIDE COVENANTS

- Rooftop runoff –

Rooftop runoff from all future buildings within the plat shall be directed to pervious areas, such as lawns, rain gardens or other densely vegetated areas. Downspouts shall not be directed to driveways or streets.

This runoff shall be dispersed in a manner that does not contribute to soil erosion.

- Preservation of the stormwater system –

No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disturbed, obstructed or encroached upon in any way.

- a) Inspection and maintenance

All components of the stormwater system shall be inspected at least semiannually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised.

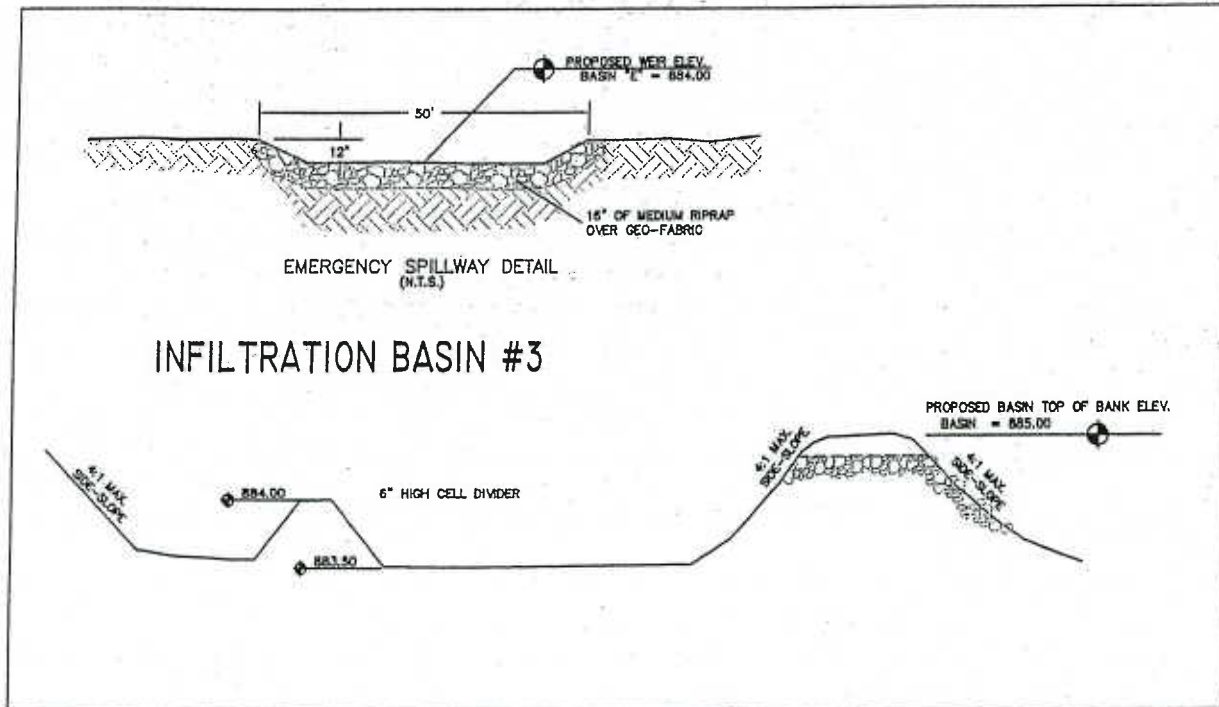
- b) Prohibitions

Mowing in buffer areas, pond banks and drainage ways will be minimized in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches and shall be done late in the year to minimize disturbing nesting birds.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways.

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EXHIBIT C1 - CROSS-SECTION OF INFILTRATION BASIN



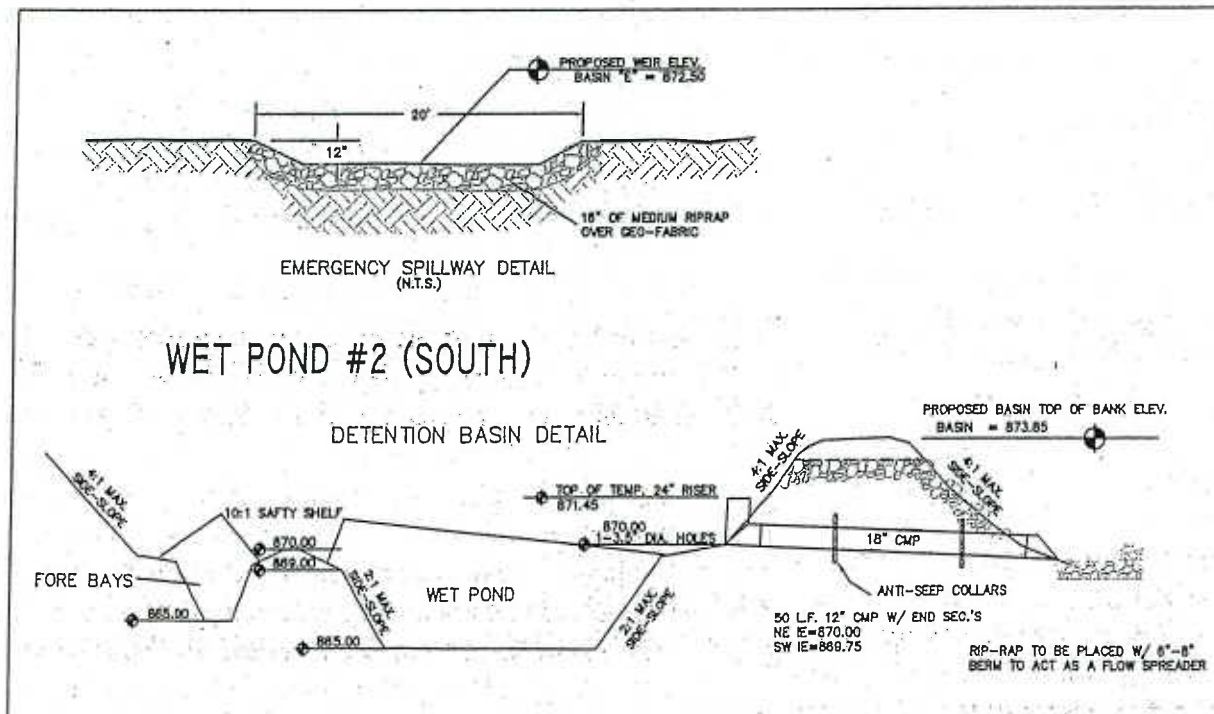
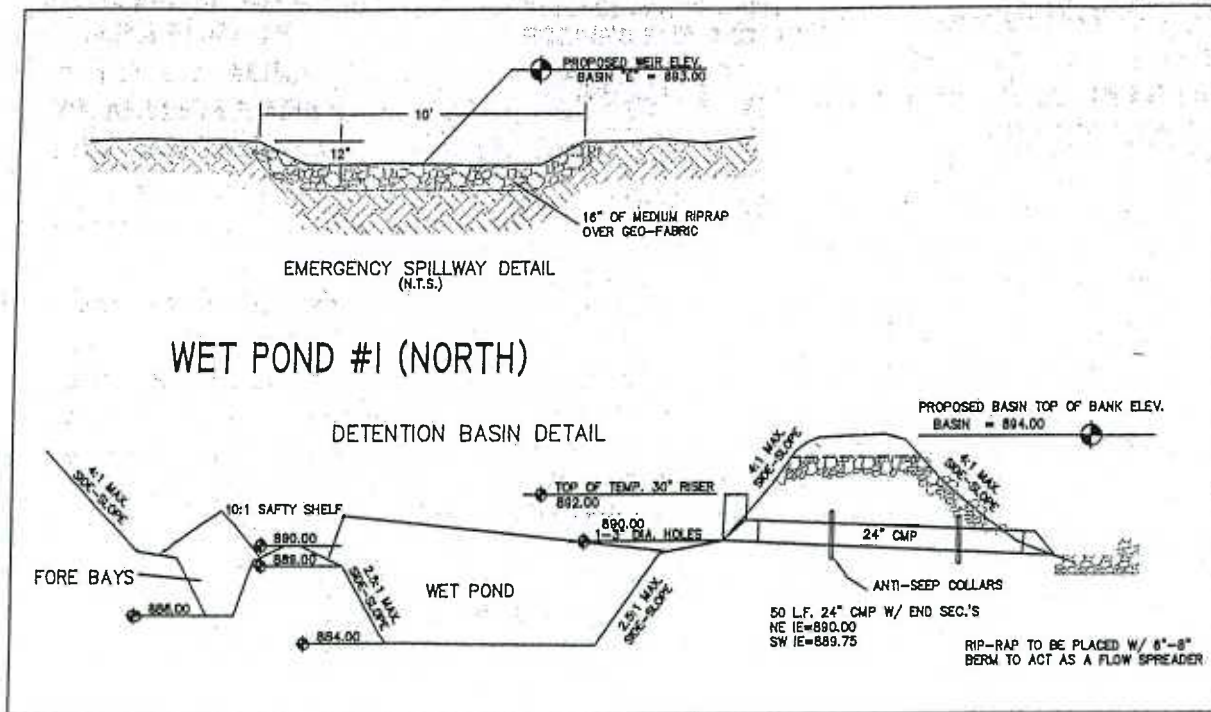
SEED MEADOW SEEDING ZONE SPECIFICATION
(INFILTRATION BASIN)
(WATERS, RIVERS, AND SEDGES) 15 LB. PER ACRE (MINIMUM OF 3 SPECIES)
CAREX HYSTRIX (PORCUPINE SEDGE)
CAREX STIPATA (AWL-FRUITED SEDGE)
CAREX VULPINOIDEA (FOX SEDGE)
GLYCERIA STRATA (FOWL MANNA GRASS)
LEERSIA ORYZOIDES (RICE CUT GRASS)

(FISHES) 25 LB. PER ACRE (MINIMUM OF 10 SPECIES)
ALISMA PLANTAGO-AQUATICA (WATER PLANTAIN)
ASCLEPIAS INCARNATA (MARSH MILKWEED)
ASTER NOVAE-ANGLIAE (NEW ENGLAND ASTER)
ASTER PUNICEUS (REDSTEM ASTER)
EUPATORIUM PERFOLIATUM (BONESET)
HELENIUM AUTUMNALE (SNEEZEWEED)
JUNCUS EFFUSUS (SOFT RUSH)
LIATRIS PYCNOSTACHYA (BLAZINGSTAR)
LOBELIA SIPHUTICA (GREAT BLUE LOBELIA)
MIMULUS RHOENIS (MONKEYFLOWER)
PYCNANTHEMUM VIRGINIANUM (MOUNTAIN MINT)
SILPHIUM PERFOLIATUM (CUPPLANT)
SOLIDAGO RIGIDA (RIGID GOLDENROD)
THALICTRUM DASICARPUM (MEADOWRUE)
VERBENA HASTATA (BLUE VERVAIN)
VERNONIA FACICULATA (IRONWEED)

PLANTS AND SEEDS TO BE PLANTED PER SUPPLIER'S RECOMMENDATIONS

000155

EXHIBIT C1 - CROSS-SECTION OF WATER QUALITY PONDS



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1036094

Document Number

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

Dec 01, 2004
at 10:57 o'clock A.M.

Chris Planasch
CHRIS PLANASCH - Registrar

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

Parcel ID.002 0917 2932 038

Drafted by: Attorney Daniel R. Heiden
State Bar No. 1017551

SIGN AND LANDSCAPE EASEMENT

Willow Creek Development, LLC, a Wisconsin Limited Liability Company, being the Developer of the Willow Creek Subdivision, as more particularly described on the attached Exhibit A and the Willow Creek Phase II land, as more particularly described on the attached Exhibit B, and the sole owner of Lot 61 of said Willow Creek Subdivision, hereby creates, establishes and grants the following Sign and Landscape Easement:

1. Willow Creek Development, LLC hereby creates, grants and establishes a Sign and Landscape Easement within that portion of Lot 61, Willow Creek, which is described on the attached Exhibit C, on the terms and conditions set forth below. That portion of Lot 61 described on the attached Exhibit C is hereafter referred to as the "Easement Area". Said Sign and Landscape Easement is hereby granted to the Owner's Association (hereinafter the "Association") for the Willow Creek Subdivision to be created pursuant to the Declaration of Restrictions for Willow Creek Subdivision, recorded in the Office of the Register of Deeds for Dodge County, Wisconsin on September 24, 2003, as Document No. 1005125, including any subsequent amendment(s) thereto.

2. The rights granted by this Easement consist of the right to construct, place, install, repair, maintain and replace a subdivision entrance sign for the Willow Creek Subdivision within the Easement Area, and to install, maintain and replace landscaping associated with such sign within the Easement Area. Said signage and landscaping may include the installation and/or replacement of landscaping berms, landscape plantings, retaining walls and decorative fencing within the Easement Area, of such design as may be determined by the Association from time to time.

3. The owner of Lot 61 shall be responsible for maintenance of lawn areas within the Easement Area which are beyond the boundaries of the Association's signage and landscaping and/or within the road right-of-way adjacent to the Easement Area, however, the Association shall be responsible for the repair of any damage to such lawn areas as may be occasioned by activities of the Association and/or any agent, servant, employee, contractor, subcontractor or material supplier of the Association with respect to the installation, maintenance, repair and/or replacement of the Association's signage or landscaping. The road right-of-way adjacent to the Easement Area, and those portions of the Easement Area which are beyond the boundaries of the Association's signage and

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landscaping shall not be obstructed by the owner of Lot 61 by signage or plantings which interfere with, or detract from the view of, the Association's signage or landscaping.

4. The Association shall not have the right to install any lighting within the Easement Area without the written consent of the Owner of Lot 61.

5. All of the Association's signage and landscaping shall, at all times, be performed and maintained so as to create a first class visual appearance, and shall be done in accordance with all applicable laws, ordinances and regulations.

6. Until such time as said Owner's Association is actually created, this Easement shall be deemed to be granted to and reserved by Willow Creek Development, LLC, and all rights of the Association hereunder may be exercised by Willow Creek Development, LLC.

7. This Easement shall be deemed a covenant running with the land, and shall be binding upon and shall inure to the benefit of the owner(s) of Lot 61, the Developer (until such time as Lot 61 is sold and the Association is established), the Association and all Lot Owners in the Willow Creek Subdivision (including but not limited to Lot Owners in Willow Creek Phase II, if and when added), and their respective heirs, executors, administrators, successors and assigns. This Easement may be amended, modified or terminated by written agreement executed by and between the Association (by resolution enacted by majority vote of the members in attendance at a meeting at which a quorum is present) and the owner(s) of Lot 61.

Dated this 23 day of Nov., 2004.

Willow Creek Development, LLC, Developer

By: 

Michael D. Schutte, Executive Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)SS.

WAUKESHA COUNTY)

Personally came before me this 23 day of November, 2004, the above-named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.

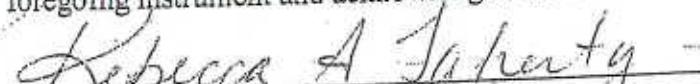

Print Name: Rebecca A. Faherty
Notary Public, Waukesha County, WI
My commission expires 4/22/2007



EXHIBIT A
LEGAL DESCRIPTION
WILLOW CREEK SUBDIVISION

Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAlaavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION

[Willow Creek Phase II lands]

Being all of lots 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying Easterly of lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T9N, R17E, Town of Ashippun, Dodge County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 29; thence S88°29'50"E, along the North line of the SW 1/4 of said Section 29, 2615.33 feet to the center of said Section 29; thence S00°40'53"E, along the East line of said SW 1/4, 47.95 feet to the Southerly right-of-way line of CTH O and the place of beginning of the hereinafter described lands; thence continuing along said East line, S00°40'53"E, 1273.69 feet to the South line of the North 1/2 of said SW 1/4; thence N88°21'46"W, along said South line 1302.21 feet to the East line of the West 1/2 of said SW 1/4; thence S00°55'25"E, along said East line, 1138.65 feet to the Northerly right-of-way line of the Union Pacific Railroad; thence N52°59'22"W, along said Northerly line, 1185.18 feet to the Southeasterly corner of lot 7, McAleavey's Addition; thence N22°11'05"W, along the Easterly line of lots 1 and 7 of said Subdivision, 493.45 feet to the NE corner of lot 1 of said Subdivision; thence N21°55'04"W, 162.33 feet to a point; thence N88°21'41"W, 71.37 feet to a point on the Easterly right-of-way line of STH 67; thence along said Easterly line on the following described courses; thence N19°40'46"W, 389.45 feet to a point; thence N13°39'12"W, 387.35 feet to a point; thence N05°38'51"W, 298.15 feet to a point; thence N42°58'16"E, 96.36 feet to a point on the Southerly right-of-way line of CTH O; thence along said Southerly line on the following described courses; thence S86°11'59"E, 41.23 feet to a point; thence S88°28'55"E, 346.41 feet to a point; thence N01°31'05"E, 27.00 feet to a point; thence S88°28'55"E, 696.00 feet to a point; thence S01°31'05"W, 27.00 feet to a point; thence S88°28'55"E, 554.00 feet to a point; thence N01°31'05"E, 27.00 feet to a point; thence S88°28'55"E, 600.00 feet to a point; thence S01°31'05"W, 12.00 feet to a point; thence S88°28'55"E, 470.24 feet to a point; thence S89°51'55"E, 11.82 feet to the place of beginning. Said lands containing 4,175,585 square feet (95.858 acres).

Excepting from the above described property all of the lands within the Subdivision Plat for Willow Creek, being a subdivision of all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, along with vacated Highland Avenue and vacated North Avenue lying easterly of Lots 1 and 7; all in the Plat of McAleavey's Addition to Ashippun; also a part of the NE 1/4, NW 1/4 and SW 1/4 of the SW 1/4 of Section 29, and part of the NE 1/4 of the SE 1/4 of Section 30, all in T.9N., R.17E., Town of Ashippun, Dodge County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION OF SIGN AND LANDSCAPE EASEMENT

Over and across a part of Lot 61 of Willow Creek, a subdivision located in the SW 1/4 of Section 29 and in the SE 1/4 of Section 30, all in T9N, R17E, Town of Ashippun, Dodge County, Wisconsin, more fully described as follows:
Commencing at the NW corner of said Lot 61; thence N69°08'16"E, along the Northerly line of said Lot 61, 12.23 feet to the point of beginning of the hereinafter described sign easement; thence continuing along said Northerly line, N69°08'16"E, 30.00 feet to a point; thence S20°51'44"E, 15.00 feet to a point; thence S69°08'16"W, 30.00 feet to a point; thence N20°51'44"W, 15.00 feet to the place of beginning.

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