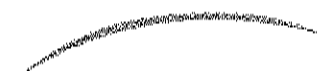


Creekwood Condominiums Of Menomonee Falls

Governing Documents




**PROSPECT
MANAGEMENT**
COMPANY

DISCLOSURE MATERIALS

**Creekwood, a Condominium
Menomonee Falls, Wisconsin**

DECLARANT

**FRED-Creekwood, LLC
225 East Mason Street, Suite 900
Milwaukee, WI 53202**

AGENT

**Mr. J. Timothy Graf
225 East Mason Street, Suite 900
Milwaukee, WI 53202
(414) 226-4535**

- 1) THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
- 2) THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
- 3) YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL, IN WRITING, THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. Declaration. The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page.....1

1. A. Second Amendment to Declaration of Creekwood, a Condominium. The Second Amendment adds eight, four unit buildings, for a total of thirty-two units to the Condominium ("Phase II"). The second amendment begins on page.....	42-A
2. Bylaws. The bylaws contain rules that govern the condominium and affects the rights and responsibilities of unit owners. The bylaws begin on page.....	43
3. Articles of Incorporation. The operation of the condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of the association are specified in its articles of incorporation. The articles of incorporation begin on page.....	73
4. Management or Employment Contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page.....	77
5. Annual Operating Budget. The association incurs expenses for the operation of the condominium, which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget begins on page.....	82
The budget including Phase II begins on page.....	82-A
6. Leases. Units in this condominium are sold subject to one or more leases of property or facilities, which are not a part of the condominium. These leases begin on page.....	83
7. Expansion Plans. The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effects on unit owners begins on page.....	84
8. Floor Plan and Map. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium, which shows the location of the unit you are considering and all facilities and common areas, which are part of the condominium. The floor plan and map begin on page.....	85
9. ADDENDUM A – RULES AND REGULATIONS.....	91

SEP 13 01 00 1 8 5 1

Declaration of Creekwood,
& Condominium

Document Title

Legal Description

Declaration of Creekwood, a Condominium, encompassing Lot 51
Creekwood Highlands, a Recorded Subdivision, Being a Part of the
Northwest 1/4 of the Northwest 1/4 of Section 34 and Part of the
Northeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8
North, Range 20 East, in the Village of Menomonie Falls, Waukegan
County, Wisconsin.

2698515

REGISTER'S OFFICE
WAUKEGAN COUNTY, WI
RECORDED ON

09-13-2001 2:17 PM

MICHAEL J. HASSELINGER
REGISTER OF DEEDS

REC. FEE: 86.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 42

THIS SPACE RESERVED FOR RECORDING DATA

Bruce A. Molloy
Maier, Molloy & Schmitt, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

3/14

Parcel Identification Number (PIN)



01 801001593

First Amendment to Declaration of
Creekwood, a Condominium
Document Title

LC2785882-001

Legal Description

Declaration of Creekwood, a Condominium, encompassing Lot 51
Creekwood Highlands, a Recorded Subdivision, Being a Part of the
Northwest 1/4 of the Northwest 1/4 of Section 34 and Part of the
Northeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North,
Range 20 East, in the Village of Menomonie Falls, Waukesha County,
Wisconsin.

1. Paragraph 1.1. (a) of the "Declaration of Creekwood, a
Condominium," dated September 6, 2001, and recorded with the
Waukesha County Register of Deeds on September 13, 2001, as
Document No. 2692515 (the "Declaration"), is hereby amended to
read: "Declarant" means FRED-Creekwood Condominiums,
LLC."
2. All references within the Declaration to "FRED-Creekwood,
LLC" should be read as "FRED-Creekwood Condominiums,
LLC."

3. Except as expressly provided herein, the Declaration remains unchanged.

FRED-Creekwood Condominiums, LLC
A Wisconsin limited liability company
By: Fiduciary Real Estate Development, Inc.
Its: Sole Member

William R. Arps, President

Personally came before me this 1st day of October, 2001, the above-named William R. Arps, the President of the
sole member of the above-named FRED-Creekwood Condominiums, LLC and acknowledged that he executed the
foregoing instrument as such officer as an act of such limited liability company by its authority.

(Signature)
Notary Public, State of Wisconsin
My Commission: 11/1/99

This instrument was drafted by:
Bruce A. McIlhenny

RECORDING OFFICE
WAUKESHA COUNTY, WI
RECORDED ON
10-05-2001
VICTOR L. HESLINGER
REGISTER OF DEEDS
FEE: 4.00
FEE: 2.00
FEE: 2.00
TOTAL FEE: 8.00
CHARGE

NOTES: PART OF 11/1/01 DECLARATION
Bruce A. McIlhenny
Meiss, McIlhenny & Schmitt, Ltd.
101 Falls Road, Suite 603
Oshkosh, WI 54904

Parcel Identification Number (PIN)

DECLARATION OF CREEKWOOD, A CONDOMINIUM

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This Declaration is made effective as of this 6th day of September, 2001 by FRED-Creekwood, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the real property located in the Village of Menomonee Falls, Waukesha County, Wisconsin, more particularly described in **EXHIBIT A**, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements (the "Property"). Declarant hereby submits the Property to the condominium form of ownership as provided in the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes, as now existing and hereafter amended from time to time.). All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

Section I

DEFINITIONS

1.1 Defined Terms.

The following terms shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes known as the Condominium Ownership Act, as amended from time to time.
- (b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 4.1, below, in the Common Elements and the liability for Common Expenses.
- (c) "Architectural Control Committee" means the committee, which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.
- (d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit.
- (e) "Association" means Creekwood Condominiums of Menomonee Falls, Inc.
- (f) "Board of Directors" means the governing body of the Association.
- (g) "Building(s)" means any structure containing one or more Units, which is situated on the Property.
- (h) "Building Plans" means the plans attached hereto and made a part hereof as **EXHIBIT B** and any supplemental plans thereto which may be required for construction of Buildings.

- (i) "Bylaws" means the Bylaws of Creekwood Condominiums of Menomonee Falls, Inc.
- (j) "Common Expenses" means all of the expenses of the Association.
- (k) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.
- (l) "Condominium" means Creekwood, a Condominium.
- (m) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and this Declaration.
- (n) "Declarant" means FRED-Creekwood, LLC.
- (o) "Declaration" means this Declaration of Creekwood, a Condominium.
- (p) "Director" means a Member of the Board of Directors of the Association.
- (q) "FNMA" means the Federal National Mortgage Association.
- (r) "General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.
- (s) "General Common Elements" means all Common Elements except for any Limited Common Elements.
- (t) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (u) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.
- (v) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.
- (w) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.

- (x) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.
- (y) "Member" means every Unit Owner, who by their status as a Unit Owner is also a Member of the Association.
- (z) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.
- (aa) "Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.
- (bb) "Plat" means the Plat of Survey, attached hereto as EXHIBIT A, of the Condominium being recorded pursuant to the Act simultaneously with this Declaration and constituting a part of this Declaration, as the same may be amended from time to time.
- (cc) "Property" means the real property as described on EXHIBIT A, and any amendment thereto.
- (dd) "Rules and Regulations" means the Rules and Regulations for the Condominium adopted by the Declarant, and as amended from time to time by the Declarant or the Board of Directors.
- (ee) "Special Amendment" means an amendment to this Declaration, which does not require the consent of any Unit Owner other than the Declarant.
- (ff) "Special Assessment" means any assessment made against the Unit Owner and its Unit, which is not a General Assessment and is assessed against a Unit Owner and its Unit for expenses incurred by the Association.
- (gg) "Unit" means a part of the Condominium intended for private use by the Unit Owner.
- (hh) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

Section II

ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations.

Each Unit Owner shall be a Member of the Association of Unit Owners to be known as Creekwood Condominiums of Menomonee Falls, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2 Voting Rights.

There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association, which individual is entitled to cast the vote on behalf of all co-owners.

2.3 Declarant's Right to Vote.

The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, whether or not constructed. For purposes of this Section II, and notwithstanding any other provision in this Declaration, the Bylaws or any other Condominium Document, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee.

The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner, and the Architectural Control Committee shall not approve any plan which would add a material amount of additional living space to any Unit or which would materially increase the size of the Common Elements. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors. The initial Architectural Control Committee shall be appointed by Declarant and Declarant shall have the right to appoint committee members until all Units are sold, or until Declarant surrenders such right and so

notifies the Board of Directors. The Architectural Control Committee shall be subject to, and shall abide by, certain deed restrictions recorded with the Waukesha County Register of Deeds, entered into with the Village of Menomonee Falls, Wisconsin, as a condition of permit approval with the Village of Menomonee Falls, Wisconsin.

Section III

DESCRIPTION

3.1 Description of Buildings.

The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat of Survey and the Building Plans.

3.2 Description of Units And Expansion Plans.

The Condominium shall consist of 11 Buildings, with 4 Units in each building. Each Unit shall be identified with a separate street address as indicated on the Plat of Survey (Exhibit A). The Declarant expressly reserves the right to expand the condominium to include an additional 19 Buildings, with each of the 19 buildings containing no more than eight units for a minimum of 52 additional units and a maximum of an additional 76 units for a total of 120. This reservation for expansion may take place in one or more phases as noted in Exhibit A hereto.

The following shall be the boundaries of the Units:

- (a) **Vertical Boundaries.** The vertical boundaries of a Unit shall be the vertical plane of the interior surface of the wall or studs, which support the drywall, wood, or plaster perimeter walls bounding any such Unit.
- (b) **Horizontal Boundaries.** The horizontal boundaries of the Unit shall be:
 - (i) **Upper Boundary.** The upper boundary of any portion of a Unit, which is under another Unit, is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.
 - (ii) **Lower Boundary.** The lower boundary of a Unit, which is above another Unit, is the horizontal plane of the top surface of the floor joists below the lowest floor of such Unit. The lower boundary of a Unit, which is not above another Unit, is the top surface of the concrete floor slab below the lowest floor of such Unit.

(c) **Additional Items:** Each Unit shall include the following, if any:

- (i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, including those within a screened or enclosed porch, patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.
- (ii) all exterior doors (including doors to any patio or deck serving the Unit, the garage door, rear entrance door, the front entrance door and foyer to each Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens and sky lights.

3.3 Limited Common Elements.

The Limited Common Elements include:

- (a) all driveway areas, sidewalks, access steps, landings, walkways and landscaped areas serving a Unit or a number of specific Units; and
- (b) mechanical rooms located within each Building, which rooms house equipment servicing more than one of the Units within each building.

3.4 General Common Elements.

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

- (a) all entrances to the Property, parking areas, roadways, sidewalks, common walkways, pathways, and private streets, access steps, landings, landscaped area, and open space; and
- (b) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, water

lines, drainage, electrical, telephone, cable television, master television, fire and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

3.5 Declarant's Right to Change Plans.

Declarant reserves the right to change the layout, location, dimensions and construction details of the Buildings, Units and Common Elements shown on the Plat and Building Plans which are not yet constructed, provided that such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

Section IV

ALLOCATED INTERESTS

4.1 Allocated Interest.

Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and/or the Condominium Documents, which rights shall be appurtenant to and run with the Unit. The Allocated Interest for this first phase of the Condominium development shall be 2.27% per unit (1/44 units). As the Condominium is expanded, the Allocated Interest for all Units shall be adjusted according to the number of Units added to the original 44 Units. The final Allocated Interest will range from 1.04% (1/96 Units) if the minimum number of additional Units is added, to 0.830% (1/120 Units) if the maximum number of additional Units is added.

Section V

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

5.1 Responsibility of Unit Owners.

(a) Each Unit Owner, at its sole expense, shall be responsible for keeping its Unit (excluding items which are visible from the Common Elements) including without limitation the items identified in Section 3.2(c)(i) and all of the equipment, fixtures and appurtenances located in or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, wall safes, medicine cabinets, built-in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) Notwithstanding Section 5.1(a), for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.2 (c) (ii) and other similar items which are visible from the Common Elements, and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit of which the items identified in Section 3.2 (c) (ii) and other similar external items are a part and/or service, and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer, gas mains and laterals and all other utility lines and distribution systems appertain, shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items. Prior to any work being performed by or on behalf of the Association which work will be charged to a Unit Owner and/or a Unit under this Section 5.1(b), the Association shall give the affected Unit Owner 30 days prior written notice and an opportunity within such 30 day period to make arrangements to have the work performed by a contractor of the Unit Owner's choice so long as such contractor is also acceptable to the Association. If the Unit Owner fails to retain a contractor to perform the desired work within such 30-day period, the Association may proceed to have the work performed by a contractor of its choice and the Unit Owner and Unit shall be bound by the costs negotiated by the Association. Notwithstanding anything to the contrary contained in the Section 5.1(b), no notice shall be required before the Association undertakes work or contracts for services which are of an emergency nature and must be performed as soon as possible to protect the health, safety and property of the other Unit Owners and their guests or other persons on or near the Property.

(c) The Unit Owner shall at all times maintain the temperature of its Unit at or above 50° Fahrenheit.

(d) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge its obligation pursuant to this Section 5.1. If a Unit Owner fails to discharge its obligations pursuant to this Section 5.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and, if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

5.2 Responsibility of Association.

The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

- (a) such actions as may be necessary to maintain the open space in accordance with the Rules and Regulations and in compliance with all applicable laws, codes and ordinances;
- (b) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs, and Common Element doors;
- (c) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;
- (d) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;
- (e) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;
- (f) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning and pipes and ducts in Common Elements;
- (g) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and
- (h) maintenance and repair of the floor joists and/or the unimproved cement floor of the lowest floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joists or the cement floor.

5.3 Repair and Replacement Standards.

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

5.4 Alterations to Unit.

A Unit owner may make any alterations it deems desirable to the Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to its Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to its Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

5.5 Exterior Alterations.

Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which its Unit is located.

5.6 Damage to Units and to Common Elements.

In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to its Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

Section VI

COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1 Common Expenses.

The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt itself or its Unit from liability for its contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of its Unit. No conveyance shall relieve the Unit Owner or its Unit of such liability, and they shall be jointly, severally and personally liable along with their grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for the purposes of this Section, shall exist and be made part of the Condominium only when the Unit has been dry-walled, all exterior openings have been brought to a finished state, and occupancy permits are available. Anything herein to the contrary notwithstanding, Declarant's liability for Common Expenses shall not commence as to Units owned

by Declarant until the first day of the first full calendar month that is greater than sixty (60) days following issuance of the occupancy permit for each such Unit. Upon the commencement of Declarant's liability as provided herein, Declarant shall begin making the installment payments when due as provided in Section 6.3 below. Declarant shall not, however, have any liability whatsoever for contributions to the Reserve Operating Fund as established and defined in Article VII of the Bylaws.

6.2 Payment of Assessments.

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

6.3 Assessment for Common Expenses.

Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4 Creekwood Homeowners Association Fee.

Pursuant to the Subdivision Restrictions (See Section 10.10 below), all Unit Owners shall become members of the Creekwood Homeowners Association ("CHA"), a not for profit, unincorporated association. In addition to the Unit Owners, all owners of single-family lots within the boundaries of Creekwood Highland Subdivision, as expanded from time to time also are members of CHA.

CHA has the obligation to maintain storm water detention ponds located on the Property and shall have an easement for this purpose, together with an easement granted the Village of

Menomonee Falls to utilize the storm water Detention ponds. CHA is also responsible for certain landscaping and is granted an easement for that purpose.

All Unit Owners shall be subject to a general annual charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by CHA in performing its duties and discharging its obligations under the subdivision restrictions.

Each Unit's share of the CHA assessment shall be included in the Unit's general assessment fee for the Condominium pursuant to section 6.3 above. This arrangement with CHA effectively spreads the cost of maintaining the storm water Detention ponds and a portion of the landscaping among all the parties benefiting from the ponds and landscaping, although located in the Condominium Property.

6.5 Purchaser of Unit.

Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.6 Enforcement of Lien.

The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act, and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

6.7 Real Estate Taxes.

Real estate taxes shall be taxed separately to each Unit Owner for its Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit that it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

Section VII

USE OF CONDOMINIUM

7.1 Use of Common Elements Other Than Limited Common Elements.

Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, its family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

7.2 Use of Limited Common Elements.

The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units that they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited, and its family members, employees, agents, guests and invitees.

Section VIII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

8.1 Limitations.

Each Unit Owner, its agents, representatives, guests and invitees, shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium.

8.2 Declarant's Right to Transfer.

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

8.3 Unit Owner's Restrictions on Leasing.

The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease its Unit if it complies with the restrictions on leasing as stated below:

- (a) No Unit may be leased without a written lease.
- (b) Any Unit Owner who enters into a lease for its Unit shall provide the Secretary of the Association with a true and correct copy of such lease within seven (7) days after the execution thereof.
- (c) No Unit may be leased for a term of less than one hundred eighty (180) days.
- (d) A Unit Owner which leases its Unit shall remain personally liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall have the option to pursue either the Unit Owner who leases their Unit and/or

the lessee under any lease (who shall also be personally liable) for the payment of any Assessment or any other payment due the Association.

(e) The rights of any lessee of any Unit shall be subject to all of the covenants, conditions and restrictions set forth in the Condominium Documents.

(f) No rooms in any Unit may be rented, and no transient tenants may be accommodated.

8.4 Unit Owner's Use of Unit as an Office.

A Unit Owner may operate an office out of its Unit if it does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of its Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (f) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

8.5 Unlawful Use of Condominium or Unit.

No unlawful use may be made of the Condominium or any part thereof, and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by, and shall be at the sole expense of, the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;

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

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

(d) no part of any Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

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

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

8.6 Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements.

Except as may otherwise be expressly provided in this Section VIII:

(a) No Unit Owner shall occupy or use its Unit appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for the Unit Owner, its family or its temporary guest.

(b) No Unit Owner, nor any of its family members, agents, invitees or guests may in any way obstruct the use of another Unit, the Limited Common Elements or the General Common Elements;

(c) No Unit Owner, nor any of their family members, agents, invitees or guests shall carry on any obnoxious or offensive activity in any Unit, the Limited Common Elements or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others; and

(d) No Common Elements shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods or similar items.

8.7 Animal Restrictions.

(a) Pets shall be limited to dogs, cats, and birds.

(b) Pets shall be allowed, provided the owners of pets shall take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;

(c) All pets shall be picked up after, and all droppings shall be immediately disposed of by the person in control of the pet;

(d) All pets shall be leashed and within the immediate control of a person when outside of a Unit; and

(e) No Unit Owners shall own and/or board more than two (2) pets, including no more than one (1) dog.

8.8 Unit Owners Restriction on Limited Common and General Common Area Parking.

(a) To enhance the aesthetics of the Condominium and to facilitate required maintenance and snow plowing of driveways and parking lots, all vehicles shall be parked inside the garage. No Unit Owner shall park vehicles in their driveways overnight. The Board of Directors must approve any guest parking exceeding two (2) nights in either parking pads or the host's driveway. Such approval of guest parking shall not exceed periods of two (2) weeks in duration. No vehicle of any type shall be stored in any driveway or parking pad.

(b) No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the outdoor parking areas for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

(c) No Unit Owner nor its family members, agents, employees, invitees or guests may use any of the Common Elements or Limited Common Elements for the purpose of repairing or restoring any motor vehicle.

Section IX

REPAIR OR RECONSTRUCTION

9.1 Repair or Reconstruction of Condominium.

In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of eighty percent (80%) or more of all Unit Owners taken within ninety (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article X of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors of the Association as provided in paragraph 12.2 of Section XII hereof.

9.2 Eminent Domain.

In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

(a) **Taking of Common Elements.** Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association. All Unit Owners whose Units are subject to a Mortgage shall first obtain their Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

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

9.3 Association as Designated Agent.

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

Section X

EASEMENTS AND ENCROACHMENTS

10.1 Utility Easements.

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

10.2 Construction Easement.

Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have constructed all Buildings, completed all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant, for construction or renovation on the Property or the Additional Property or related purposes including, but not necessarily limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil; or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, and the Unit Owners shall not have any right to compensation from such impairment or inconvenience.

10.3 Easement to Facilitate Sales.

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

the use of certain Common Element parking spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units it owns.

10.4 Support Easement.

Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

10.5 Common Elements Easement.

The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or, that portion of a system, serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building; or

(c) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

10.6 Unit Owner's Grant of Easement.

By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to its Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors and/or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration or

any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

10.7 Access Easements.

The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Property and their guests and invitees, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress, and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements or the Additional Property for the purposes for which each is reasonably intended.

10.8 Binding Effect.

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

10.9 Encroachments.

In the event, by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of such owner.

10.10 Title Exceptions.

The following exceptions affecting title to the Property are material to all Unit Owners:

Declaration of Subdivision and Membership in Creekwood Highland Homeowners Association. The Condominium is within the boundaries of Creekwood Highland, a

Subdivision Plat, which subjects the Condominium to a Declaration of Restriction recorded with the Waukesha County Register of Deeds on February 26, 1999, and amended on March 25, 1999, July 12, 2000 and February 12, 2001. The third amendment to the Declaration of Restriction was recorded with the Waukesha Register of Deeds on February 28, 2001 (the "Subdivision Restrictions"). See Section 6.4 for further explanation of the relationship of the Creekwood Highland Homeowners Association and the Unit Owners.

Section XI

MORTGAGES

11.1 Separate Mortgages of Units.

No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber its own Unit.

11.2 Mortgagees.

When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the Mortgagee's name and address.

11.3 Roster of Mortgagees.

The Board of Directors shall maintain a roster of Mortgagees from information received from the Unit Owners. The roster shall state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

11.4 Liens.

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

11.5 Mortgagee in Possession.

A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which shall have accrued prior to the time such Mortgagee shall have come into possession of the Unit.

11.6 Rights of Mortgagees.

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

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents, which is not cured within thirty (30) days.
- (b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;
- (c) copies of any financial statements of the Association, which are distributed to the Unit Owners;
- (d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;
- (f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) a notice that payment of the premium for the insurance on the Condominium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;
- (h) notice of any decision by the Board of Directors to terminate any management of the Property;
- (i) notice of any proposed action, which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association against the Unit Owner which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) the right to cure a default in the payment of any Assessment against the Unit Owner.

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

11.7 Restrictions on Actions of Association.

The Association may not take any of the following actions:

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

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

11.8 Application and Effect.

The provisions of this Section XI shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that such provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and its Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or
- (c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

11.9 Amendment to Declaration.

No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recording of any such amendment, unless Mortgagee consents in writing to the amendment.

11.10 Priority of First Mortgagees.

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

Section XII

INSURANCE

12.1 Insurance.

The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use, and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association which gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

12.2 Proceeds of Insurance

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the buildings and/or Common Elements according to Section IX hereof and Section 1 of Article X of the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular building(s) and/or Common Element(s) which were damaged. If it is determined (according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws.

12.3 Public Liability Insurance

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from

time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance and directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

12.4 Fidelity Bonds

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

12.5 Separate Insurance

Each Unit Owner shall be responsible for obtaining liability insurance for its own Unit and casualty insurance for its personal property.

Section XIII

PROHIBITION ON PARTITION OF COMMON ELEMENTS

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

Section XIV

DISCLAIMER OF LIABILITY OF ASSOCIATION

14.1 Disclaimer.

Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property, including, invitees, agents, servants, contractors or subcontractors, or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having

an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Paragraph and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

14.2 Parking Areas

Each Unit Owner shall be responsible for its personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (a) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (b) responsible for the security of such personal property or for any loss or damage thereto.

Section XV

AMENDMENT TO DECLARATION

15.1 Amendment.

Except as otherwise provided by the Act, or in this Declaration, or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of amendments shall be certified by the President and Secretary of the Association and shall be in a form suitable for recording. A copy of any amendment shall be recorded in the Office of the Register of Deeds of Waukosha County, and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at its address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner that would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

15.2 Special Amendments.

Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of



UC2040844-0009

**Second Amendment to
Declaration of Creekwood,
a Condominium
Document Title**

Legal Description

Declaration of Creekwood, a Condominium, encompassing Lot 51 and Lot 77 Creekwood Highlands, a Recorded Subdivision, Being a Part of the Northwest 1/4 of the Northwest 1/4 of Section 34 and Part of the Northeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

See attached terms of Second Amendment to Declaration of Creekwood, a Condominium

002004 SEP-58

2840844

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-05-2002 1:21 PM

MICHAEL J. HESSELYNGER
REGISTER OF DEEDS

REC. FEE: 18.00
REC. FEE-CD: 5.00
REV. FEE-SY: 7.00
TRAN. FEE:
TRAN. FEE-STATE:
PRICES:

THIS SPACE IS RESERVED FOR FUTURE DATA

NAME AND RETURN ADDRESS

Bruce A. McInay
Maier, McInay & Schmitt, Ltd.
101 Falls Road, Suite 603
Greffon, WI 53024

P 25/8

Parcel Identification Number (PIN)

Adding the following units:

BLDG/UNIT	LOCATION	ADDRESS
12	17146 UPPER	N55 W17146 RAVENWOOD DR
12	17146 LOWER	N55 W17146 RAVENWOOD DR
12	17150 LOWER	N55 W17150 RAVENWOOD DR
12	17152 UPPER	N55 W17152 RAVENWOOD DR
13	17130 UPPER	N55 W17130 RAVENWOOD DR
13	17132 LOWER	N55 W17132 RAVENWOOD DR
13	17134 LOWER	N55 W17134 RAVENWOOD DR
13	17136 UPPER	N55 W17136 RAVENWOOD DR
14	17138 UPPER	N55 W17138 RAVENWOOD DR
14	17140 LOWER	N55 W17140 RAVENWOOD DR
14	17142 LOWER	N55 W17142 RAVENWOOD DR
14	17144 UPPER	N55 W17144 RAVENWOOD DR
15	17182 UPPER	N55 W17182 RAVENWOOD DR
15	17184 LOWER	N55 W17184 RAVENWOOD DR
15	17186 LOWER	N55 W17186 RAVENWOOD DR
15	17188 UPPER	N55 W17188 RAVENWOOD DR

BLDG/UNIT	LOCATION	ADDRESS
16	17178 UPPER	N55 W17178 RAVENWOOD DR
16	17180 LOWER	N55 W17180 RAVENWOOD DR
16	17182 LOWER	N55 W17182 RAVENWOOD DR
16	17184 UPPER	N55 W17184 RAVENWOOD DR
17	17186 UPPER	N55 W17186 RAVENWOOD DR
17	17188 LOWER	N55 W17188 RAVENWOOD DR
17	17190 LOWER	N55 W17190 RAVENWOOD DR
17	17192 UPPER	N55 W17192 RAVENWOOD DR
18	17170 UPPER	N55 W17170 RAVENWOOD DR
18	17172 LOWER	N55 W17172 RAVENWOOD DR
18	17174 LOWER	N55 W17174 RAVENWOOD DR
18	17176 UPPER	N55 W17176 RAVENWOOD DR
19	17154 UPPER	N55 W17154 RAVENWOOD DR
19	17156 LOWER	N55 W17156 RAVENWOOD DR
19	17158 LOWER	N55 W17158 RAVENWOOD DR
19	17160 UPPER	N55 W17160 RAVENWOOD DR

**Second Amendment to
Declaration of Creekwood, a Condominium
Dated August 28, 2002**

This Second Amended Declaration is made effective as of the 28th day of August, 2002, by FRED-Creekwood Condominiums, LLC, a Wisconsin limited liability company ("Declarant").

The Declaration of Creekwood, a Condominium, dated September 6, 2001, and recorded with the Waukesha County Register of Deeds on September 13, 2001, as Document No. 2698515, as amended by the First Amendment to Declaration of Creekwood, a Condominium, dated October 3, 2001, and recorded with the Waukesha County Register of Deeds on October 5, 2001, as Document No. 2705002 (together, the "Declaration"), is restated and amended as follows:

1. The initial paragraph of the Declaration is amended to read:

INTRODUCTION

Declarant hereby declares that it is the sole owner of the real property located in the Village of Menomonee Falls, Waukesha County, Wisconsin, more particularly described in EXHIBIT A-1 attached hereto, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements ("the "Expansion Property"). Declarant hereby submits the Expansion Property to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes, as now existing and hereafter amended from time to time). All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Expansion Property.

2. Section I, subsections 1.1 (b), (bb) and (cc), of the Declaration are amended to read:

(b) "Building Plans" means the plans attached to the Declaration as EXHIBIT B, and the plans attached hereto and made a part hereof as EXHIBIT B-1, and any supplemental plans thereto which may be required for construction of the Buildings.

(bb) "Plat" means the Plat of Survey, attached to the Declaration as EXHIBIT A (as modified by the First Amended to the Declaration), together with the Plat of Survey attached hereto as EXHIBIT A-1, being recorded pursuant to the Act simultaneously with this Second Amendment to the Declaration.

(cc) "Property" means the real property as described in EXHIBIT A to the Declaration and the real property described in EXHIBIT A-1 to this Second Amended Declaration of Creekwood, a Condominium, and any amendments thereto.

3. Section II, Subsection 2.2. The following sentence is added to the end of subsection 2.2:

After expansion, all Unit Owners, including those added by expansion, will continue to have one vote per Unit as provided in the Declaration.

4. Section III, subsection 3.2, of the Declaration is amended to read:

3.2 Description of Units And Expansion Plans. The Condominium shall consist of 19 Buildings, with four Units in each Building. Each Unit shall be identified by a street address as indicated on the Plat. Declarant expressly reserves the right to expand the condominium to include an additional eleven (11) Buildings, with each of the eleven (11) Buildings containing no more than eight Units for a minimum of 20 additional Units and a maximum of an additional 44 Units for a total of 120. This reservation for expansion may take place in another phase as noted in EXHIBIT A and EXHIBIT A-1.

The following shall be the boundaries of the Units:

The remainder of Section III, subsection 3.2 (including all sub-portions thereof), of the Declaration is unchanged.

5. Section IV of the Declaration is amended to read:

Section IV

ALLOCATED INTERESTS

4.1 Allocated Interest. Every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest for the combined first and the second phases of the Condominium development shall be 1.31% per unit (1/76 Units). As the Condominium is expanded, the Allocated Interest for all Units shall be adjusted according to the number of Units added to the original 44 plus the 32 added in the second phase. The final Allocated Interest will range from 1.04% (1/96 Units) if the minimum number of additional Units is added, to 0.83% (1/120 Units) if the maximum number of Units is added.

6. Section XV, subsection 15.3, of the Declaration is amended to read:

15.3 Expansion. Declarant has partially exercised the right to expand the Condominium by adding eight Buildings, with four Units in each such Building, as previously identified on EXHIBIT A, and currently more specifically identified and described on EXHIBIT A-1 attached hereto. Declarant expressly reserves the right to expand the Condominium to add a maximum of eleven (11) Buildings, with a maximum of eight Units in each Building, which proposed Units are identified for future expansion on EXHIBIT A and

002007 SEP -5 8

EXHIBIT A-1. Any such expansion shall comply with Section 703.26 of the Act for a period not exceeding ten years from the recording of the Declaration before any amendment.

7. EXHIBIT A-1 attached hereto is added to the Declaration.

8. EXHIBIT B-1 attached hereto is added to the Declaration.

Except as expressly provided herein, the Declaration is unchanged in all respects.

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

FRED-Creekwood Condominiums, LLC.
A Wisconsin limited liability company

By: Fiduciary Real Estate Development, Inc.

Its: Sole Member

By: William R. Arpe
William R. Arpe
Its: President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 28th day of August, 2002, the above-named William R. Arpe, the President and sole member of the above-named limited liability company and acknowledged that he executed the foregoing instrument as such officer as the deed of such limited liability company by its authority.

Marilyn J. Klemann

* Marilyn J. Klemann
(type or print name here)
Notary Public, State of Wisconsin
My Commission (to) expires: 03/12/06

This document was drafted by, and
after recording should be returned to:

Mark E. Schmidt
Meier Melney & Schmitt, Ltd.
Suite 600
104 Park Road
Greens, WI 53024

JUN 29 00 0 0 0 8 7



2571909-033

FIRST AMENDMENT TO DECLARATION
OF RESTRICTIONS FOR CREEKWOOD
HIGHLANDS AT MENOMONEE FALLS

Document Title

2571909

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-29-2000 3:28 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 68.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 33

Recording Area

Name and Return Address

Fiduciary Real Estate Development, Inc.
225 East Mason Street, Suite 500
Milwaukee, WI 53202
Attn: Amber Springstead Jennifer Donnes

Parcel Identification Number (PIN)

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS

This information must be completed by submitting: document title, name & return address, and PIN (if required). Other information such as the recording date, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statute, 59.517. RRD 2/99

JUN 29 00 00 08 72

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

CREEKWOOD HIGHLANDS AT MENOMONEE FALLS

THIS FIRST AMENDMENT, made as of the 25 day of March, 1999, by PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Declarant").

WITNESSETH:

WHEREAS on February 16th, 1999, Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A Attached hereto and then owned by Declarant (referred to as "Creekwood Highlands" in the Declaration) to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26th, 1999 in the Register's Office of Waukesha County as Document number 2424559; and

WHEREAS, Article D of the Declaration specifically provides that the owners of lands having seventy five percent (75%) of the votes in the Association may amend the Declaration; provided, however, that any such action must also be approved in writing by (i) the Village, and (ii) the Developer so long as it shall be a Lot Owner; and

WHEREAS, the undersigned are the owners of 75% of the votes in the Association at this time; and

WHEREAS, the Declarant desires pursuant to Article D of the Declaration to amend the Declaration as provided in this FIRST AMENDMENT TO CREEKWOOD HIGHLANDS AT MENOMONEE FALLS.

IN WITNESS WHEREOF, the Declarant hereby amends the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, by not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.
2. **Special Restrictions.** Notwithstanding anything contained in this First Amendment or the Declaration to the contrary, the following shall be special restrictions pertaining solely to the hereafter identified individual lots in Creekwood Highlands.
 - a. **Permitted Uses:** Only Single Family Residences shall be permitted on Lots 1 through 12 in Creekwood Highlands; provided, however, pursuant to Article C of the Declaration, the Declarant may subject additional real estate to the Declaration. Notwithstanding the foregoing,

JUN 29 00 0 0 0 8 7 3

Declarant may subject additional real estate to the Declaration. Notwithstanding the foregoing, the Declarant expressly reserves its right to develop such additional real estate to include multi family units with a density and layout solely determined by the Village of Menomonie Falls and the Declarant.

- b. **Grant of Construction and Maintenance Easement:** The Declarant hereby reserves an easement over, on and through such portions of Lot 1 as are reasonably necessary (in Declarant's opinion) and at such times and for such durations as are reasonably determined by Declarant (in Declarant's opinion) to allow and facilitate the future construction and on-going maintenance of the entrance sign, lighting, plantings, and berm areas as shown and more particularly described on Exhibit B attached hereto. Any removal of the items described above requires the written approval of the Creekwood Highlands Homeowner Board. All future owners of Lot 1, by acceptance of the deed thereto, acknowledge and agree that Declarant shall retain and have a right to such easement indefinitely.
3. **Addition of Common Area:** The entrance sign, lighting, plantings, and berm areas on Lot 1 as shown on Exhibit B attached hereto shall be common area of the subdivision. In addition, the berms to the east of Creekwood Crossing road extending south from Silver Spring to the northern lot line of Lot 46 are also considered common area as long as the owner of the land to the east grants access to the Homeowner Association for maintenance.
4. **Remaining Terms of Declaration:** Except as expressly provided herein, all of the terms and conditions contained in the Declaration shall remain in full force and effect.

JUN 29 00 0 0 0 8 7 4

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed
as of this 25th day of March, 1999.

PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin
limited partnership
By: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.,
General Partner

By: William R. Arpe
William R. Arpe, President

Attest: Donald S. Wilson
Donald S. Wilson, Secretary

STATE OF WISCONSIN

) ss.

COUNTY OF MILWAUKEE)

Personally came before me this 25th day of March, 1999, the above-named William R. Arpe,
President, and Donald S. Wilson, Secretary, of Fiduciary Real Estate Development, Inc., as my known to be the
person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

Marilyn J. Klemann
Marilyn J. Klemann
Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires on 03/17/02

THIS DOCUMENT WAS DRAFTED BY:

Brett K. Miller, Esq.
Davis & Kuehau, S.C.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202
(414)-276-0200

JUN 29 00 0 0 0 8 7 5

IN WITNESS WHEREOF, the said Village of Menomonee Falls, a Wisconsin Municipal Corporation, has caused these presents to be signed by Joseph J. Greco, its Village President, and Countersigned by Richard A. Farrenkopf, its Village Clerk at Menomonee Falls, Wisconsin, and its corporate seal to be hereunto affixed this 28 day of June, ¹⁹⁹⁹₂₀₀₀.

IN PRESENCE OF:

VILLAGE OF MENOMONEE FALLS

Matthew A. Carran

Joseph J. Greco
Joseph J. Greco, Village President

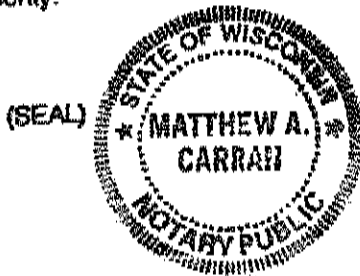
Matthew A. Carran

Richard A. Farrenkopf
Richard A. Farrenkopf, Village Clerk



STATE OF WISCONSIN)
(SS
WAUKESHA COUNTY)

Personally came before me this 20 day of June, ²⁰⁰⁰₁₉₉₉, Joseph J. Greco, Village President and Richard A. Farrenkopf, Village Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village President and Clerk of said municipal corporation, and acknowledge that they executed the foregoing instrument as such officers of the deed of said municipal corporation, by its authority.



Matthew A. Carran
Wisconsin Notary Public
My Commission is permanent:
Expires: 7-27-03

JUN 29 00 0 0 0 8 7 6

EXHIBIT A

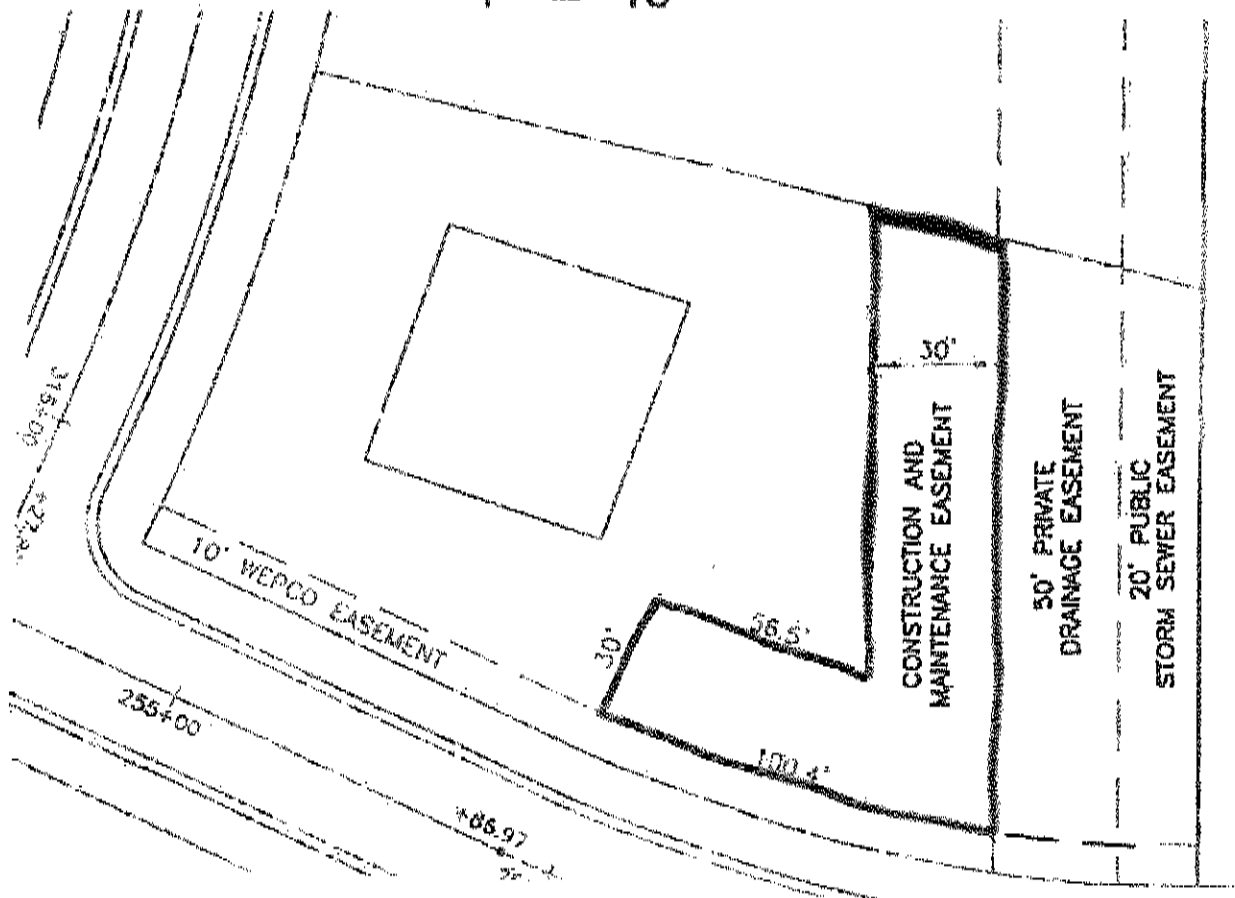
Legal Description of Creekwood Highlands

Fiduciary Real Estate Development, Inc. is the "Developer" of Creekwood Highlands, being a subdivision of part of the NE 1/4 of Section 34, Township 8 North, Range 20 East, In The Village of Menomonsee Falls, Waukesha County, Wisconsin.

JUN 29 00 0 0 0 8 7 7

EXHIBIT B

LOT 1 CREEKWOOD HIGHLANDS
CONSTRUCTION AND MAINTENANCE EASEMENT
1" = 40'





UC2628282-829

FEB 27 01 0 0 1 2 7 9

Document Number

SECOND AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS

Document Title

2628282

REGISTER'S OFFICE
WALKESHA COUNTY, WI
RECORDED ON

02-27-2001 1:30 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 60.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 29

Recording Area

Name and Return Address

Fiduciary Real Estate Development, Inc.
225 East Mason Street, Suite 600
Milwaukee, WI 53202
Attn: Jennifer Busalacchi

Parcel Identification Number (PIN)

*John
Lyle
29*

SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS

Done by Jennifer Busalacchi

FEB 27 01 00 12 80

**SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS**

THIS SECOND AMENDMENT, made as of the 12th day of July, 2000 by the CREEKWOOD HIGHLANDS HOMEOWNERS ASSOCIATION, a Wisconsin non-profit corporation.

WITNESSETH:

Whereas, a certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls, dated the 16th day of February, was executed by the Declarant, Pilgrim Park Limited Partnership and recorded in the Register's Of Deeds Office of Waukesha County, Wisconsin on February 26th, 1999 recorded as document number 2424559 (the " Declaration "); and

Whereas, Article D of the Declaration provides that the owners of 75% of votes of the Association may amend the Declaration provided however, that any such action must be approved by the (1) the Village. A copy of the owners; and

Whereas, the undersigned is the President of the Association and has received written authority by 75% of the owners of the Association to amend the Declaration as set forth below; and

Whereas, the Association desires to amend the Declaration as provided in this Second Amendment to Creekwood Highlands At Menomonee Falls.

IN WITNESS WHEREOF, the Association hereby amends the Declaration as follows:

Article A Paragraph 13 of the Declaration shall be amended to allow lot 8 to have the front yard setbacks and side yard set backs as set forth on the Plat of Survey prepared by Pioneer Engineering dated September 30, 1999, marked exhibit A attached hereto and by this reference made a part hereof.

EFFECTIVE DATE

The changes, corrections and additions contained in this Amendment shall become effective on and from the date of recording in the Office of the Register of Deeds for Waukesha County. All other terms and conditions of the Declaration of Condominium, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of this 12th day of July, 2000.

FEB 27 01 00 12 81

CREEKWOOD HIGHLANDS HOMEOWNERS ASSOCIATION
By: PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin
limited partnership.
By: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.,
GENERAL PARTNER

By: William R. Arpe
William R. Arpe, President

Attest: Donald S. Wilson
Donald S. Wilson, Secretary

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this 12th day of July, 2000, before me personally came the above named William R. Arpe, President, and Donald S. Wilson, Secretary of Fiduciary Real Estate Development, Inc. to me known to be the persons described in and who executed the foregoing instrument and acknowledged same in such capacity.



IN WITNESS WHEREOF, the said Village of Menomonee Falls, a Wisconsin Municipal Corporation, has caused these presences to be signed by Joseph J. Greco, its Village President, and countersigned by Richard A. Farrenkoph, its Village Clerk at Menomonee Falls, Wisconsin as of this 12th day of July, 2000.

IN THE PRESENCE OF:

VILLAGE OF MENOMONEE FALLS

Joseph J. Greco
Joseph J. Greco, Village President

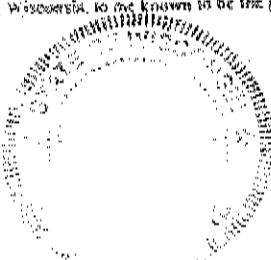
Richard A. Farrenkoph
Richard A. Farrenkoph, Village Clerk

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this 12th day of July, 2000, before me personally came the above named Joseph J. Greco, Village President and Richard A. Farrenkoph, Clerk of the Village of Menomonee Falls, Wisconsin, to me known to be the persons described in and who executed the foregoing instrument and acknowledged same in such capacity.

Mark A. Greco
Wisconsin Notary Public
My Commission Expires 7-22-03



PLAT OF SURVEY

OWNER: CHATTERTON WOODS
BUILDER: SOUTHEASTERN BUILDERS, INC.
NO. 42383 MAIN STREET
STANLEY, WISCONSIN 53088
PHONE: (414) 240-0372
FAX: (414) 240-7085

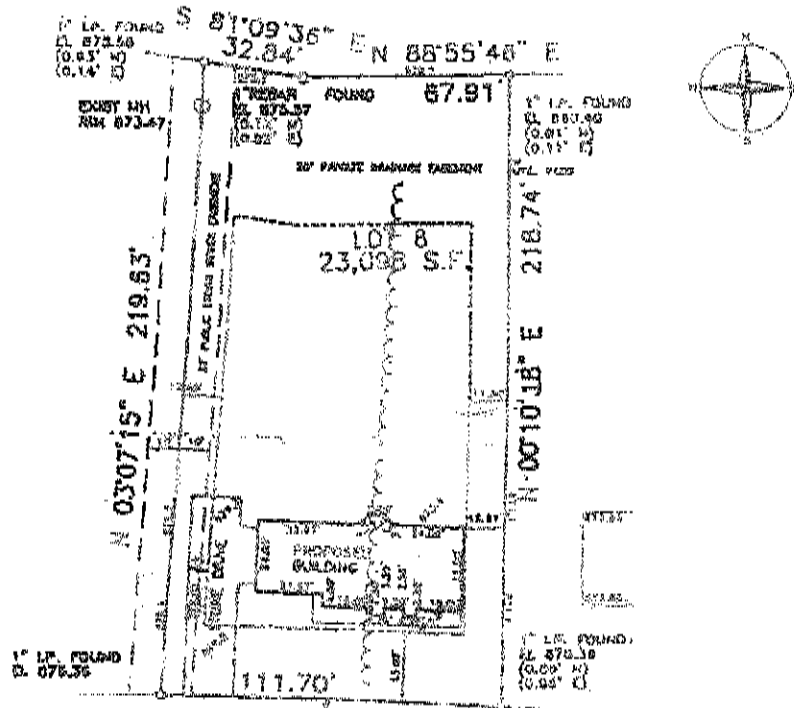
OUT OF GREENWICH HIGHLANDS, BEING A PART OF THE NORTHEAST
QUARTER (SW 1/4), SOUTHEAST QUARTER (SE 1/4), SOUTHWEST
QUARTER (SW 1/4), AND NORTHWEST QUARTER (NW 1/4) OF SECTION
34, TOWNSHIP 4 NORTH, RANGE 20 EAST IN THE VILLAGE OF
WINDGENE FALLS, WAUKESHA COUNTY, WISCONSIN.

SUGGESTED FIRST FLOOR ELEVATION: 878.50
 SUGGESTED TOP OF FOUNDATION: 878.57
 SUGGESTED WEST YARD GRADE: 878.00
 SUGGESTED EAST YARD GRADE: 878.00
 SUGGESTED TOP OF POOLING ELEVATION: 878.07

EXHIBIT A

REFERENCE BEARING: THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) - MAD 1927, IN WHICH THE LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34 BEARS N88°53'44"W.

NOTE: EXPOSE SANITARY SEWER LATERAL BEFORE CONSTRUCTION TO VERIFY GRAVITY FLOW FROM THE EASTMENT.



RAD= 2170.00
ARC= 111.70' **RAVENWOOD DRIVE**
CHD= 111.69
C.B.= N 88° 15' 15" W (60' ROW)

PLAN DATED: SEPTEMBER 30, 1958
FILE NO.: D-2800-28102
PLAN SCALE: 1" = 60'

STATE OF WISCONSIN }
COUNTY OF JEFFERSON {

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE CONDUCTED THE ABOVE SURVEY IN ACCORDANCE WITH THE SURVEYING ACT, 1958, AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT.

**PIONEER ENGINEERING
AND SURVEYING**

STANDARD FORM NO. 64 (Rev. 5-22-64)
GSA GEN. REG. NO. 27

3002 C.V.M. "B"

1990-1991
 1991-1992

(020) 620 - 3130 時間 08:00 - 17:00

05/04/90 THU 10:05 TX/RX MD 0745Z

FEB 28 01 001363



WC2628666-011

**THIRD AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS**

Document Title

2628666

**REGISTER'S OFFICE
WALKESHA COUNTY, WI
RECORDED ON**

02-28-2001 3:32 PM

**MICHAEL J. HASSLINGER
REGISTER OF DEEDS**

**REC. FEE: 24.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 11**

Recording Office

Name and Return Address

**Brett K. Miller, Esq.
Davis & Knokhau, s.c.
111 E. Kilbourn Ave., Ste. 1400
Milwaukee, WI 53202**

Parcel Identification Number (PIN)

**THIRD AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

Dated: February 23rd, 2001

Pl.
30
11

FEB 28 01 00 13 64

**THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

THIS THIRD AMENDMENT, made as of the 23rd day of February, 2001, by **PILGRIM PARK LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, on February 16, 1999, the Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by the Declarant ("Creekwood Highlands") to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26, 1999, at the Waukesha County Register of Deeds Office as Document No. 2424559; and

WHEREAS, on March 25, 1999, the Declarant entered into that certain First Amendment to Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "First Amendment"); and

WHEREAS, the First Amendment was recorded on June 29, 2000, at the Waukesha County Register of Deeds Office as Document No. 2571909; and

WHEREAS, on July 12, 2000, the Declarant entered into that certain Second Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Second Amendment"); and

WHEREAS, the Second Amendment was recorded on FEBRUARY 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628282; and

WHEREAS, Article C of the Declaration provides that the Declarant may subject additional real estate to the Declaration, provided such real estate is adjacent to Creekwood Highlands; and

WHEREAS, the Declarant is the sole owner of that certain real estate located immediately adjacent to the west and northwest of Creekwood Highlands, as more particularly described on Exhibit B attached hereto (the "First Addition to Creekwood Highlands") and shown on the Plat of Creekwood Highlands Addition No. 1 attached hereto as Exhibit C (the "First Addition Plat"); and

FEB 28 01 00 13 65

WHEREAS, the Declarant now desires to supplement and amend the Declaration to include the First Addition to Creekwood Highlands to the Declaration as hereinafter set forth.

IN WITNESS WHEREOF, the Declarant hereby amends and supplements the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

2. **Expansion.** The Declarant hereby submits the First Addition to Creekwood Highlands to all of the terms, conditions, restrictions, covenants, rights, and obligations of the Declaration, as if the Declaration had been entirely restated herein. From and after the date hereof, the term "Creekwood Highlands" as used in the Declaration shall include all of the real property described on Exhibit A and Exhibit B attached hereto, and shown on the Final Plat of Creekwood Highlands Addition No. 1 (the "Final Plat"), a copy of which is attached hereto as Exhibit C.

3. **Condominium Development on Parcels 51 and 77 of First Addition to Creekwood Highlands.** The Declaration contemplated single-family, two-family and multi-family residential units in Creekwood Highlands. It is the Declarant's intention to subject Parcel 51 and Parcel 77, as shown on the First Addition Plat, to the declaration of condominium (the "Condominium Declaration") pursuant to Chapter 703 of the Wisconsin Statutes (the "Condominium"). Each condominium unit contained within the Condominium shall be considered a "Single Family Residence" and an individual "Lot" for purposes of the Declaration and shall sometimes be referred to herein as "Condominium Units". Each Owner of a Condominium Unit shall be considered an "Owner" of a "Lot" for all purposes of the Declaration (with each having all rights, responsibilities, obligations and restrictions commensurate therewith, including, but not limited to, one vote in the Association per Condominium Unit). The Developer currently intends to develop 44 Condominium Units on Parcel 51 and 32 Condominium Units on Parcel 77, provided, however, the Declarant reserves the right to add or subtract from the foregoing total estimated Condominium Units based on the actual approvals the Declarant obtains from the Village of Menomonee Falls to develop the Condominium Units. Nothing contained in the Declaration shall be deemed to grant any Owner of a Lot in Creekwood which is not a Condominium Unit any right or authority to participate in the internal affairs and governance of the Condominium, and, except for and subject in all events to the express restrictions, obligations and rights granted to the Owners under this Declaration, the internal affairs and governance of the Condominium shall be as provided under Section 703 of the Wisconsin Statutes and the Condominium Declaration. The Declarant further reserves the right to include an expansion of the Condominium into any Future Stages of Development as provided in Article C of the Declaration.

4. **Requirements and Restrictions Applicable to First Addition to Creekwood Highlands.** Notwithstanding anything contained in the First Amendment,

FEB 28 01 00 13 66

Second Amendment or the Declaration to the contrary, the following shall be special restrictions pertaining only to the Lots in the First Addition to Creekwood:

(a) All Lot setbacks shall be approved in writing by the Declarant. Except for Parcel 51 and Parcel 77 (i.e., the Condominium), the minimum setbacks for a Single-Family Residence shall be: (i) forty (40) feet from any abutting street right-of-way; (ii) fifteen (15) feet from any side yard; and (iii) thirty (30) feet from any rear yard. In addition, any corner Lots (other than Parcel 51 and Parcel 77) are required to maintain a forty (40) foot set back from both street rights-of-way; provided, however, upon written approval of the Declarant (in its sole discretion) the street yard set backs for a corner Lot may be decreased to a minimum set back of twenty-five (25) feet. If any Owner desires to rotate its proposed Single-Family Residence to face toward the corner of a Lot, the Declarant reserves the right to determine the street yard setbacks that the Declarant believes to be the most beneficial to the overall appearance of the Subdivision.

(b) Other than Parcel 51 and Parcel 77, all driveways on any Lot shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Declarant (in its sole discretion).

(c) Any Lot that contains wetlands, as delineated on the First Addition Plat, shall be subject to a requirement that the Owner of such Lot maintain a twenty-five (25) foot natural and unmowed buffer on such Owner's Lot along and from the edge of such delineated wetland pursuant to current specifications set by Wisconsin Department of Natural Resources (the "DNR"), as the same may be amended from time to time. Any Lot Owner failing to comply with the foregoing wetland buffer requirement may be subject to penalties and fines as determined by the DNR. In addition, all Owners shall be subject to and shall comply with the wetland restrictions set forth on the First Addition Plat.

(d) Any Lots bordering the unnamed tributary to the Fox River, including, but not limited to, Lots 69 through 77, shall be subject to a requirement that the Owner of such Lot maintain a minimum of a fifty (50) foot natural and unmowed buffer of such Owner's Lot along and from the edge of such unnamed tributary. Any owner failing to comply with this requirement may be subject to penalties and fines as determined by the DNR.

(e) Parcel 51 and Parcel 77, as shown on the First Amendment Plat, shall not be subject to the requirement that a lamppost be installed as required under Article A, Section 18 of the Declaration.

(f) The Condominium Units may be constructed with aluminum siding, fascia, or soffits deemed acceptable to the Declarant, in its sole discretion.

(g) All Lots in First Addition to Creekwood Highlands shall also be subject to any and all restrictions contained on the First Addition Plat.

FEB 28 01 00 13 67

5. **Tree Plantings.** The Village of Menomonee Falls has required all of the Owners of Lots in the First Addition to Creekwood Highlands to plant certain shade trees (of a type approved by the Village of Menomonee Falls) on the Lots parallel to and approximately five (5) feet into the Lots from the street right-of-way line. Pursuant to the current Village of Menomonee Falls ordinances, such shade trees shall be planted at an interval of at least one (1) tree per 40 linear feet of street right-of-way frontage or fraction thereof along both sides of the street right-of-way. The minimum size of such trees at planting shall approximately two and one-half to three inch (2.5-3") calipers or larger. Each Owner shall be responsible to maintain such plantings located on its respective Lot; provided, however, with respect to Lots 51 and 77, the Condominium Association shall be responsible to maintain any such tree plantings (other than as required in Section 7(b) herein).

6. **Common Areas.**

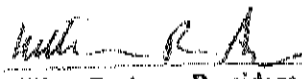
(a) The storm water detention easement areas located on Parcel 51 and Parcel 77, in the locations more particularly shown on the First Addition Plat, shall be deemed to be "Common Area" as defined in the Declaration and the storm water detention ponds located thereon shall be maintained by the Association as provided in the Declaration. In addition, the Owners acknowledge that the Declarant has granted an easement to the Village of Menomonee Falls to utilize the storm water detention ponds located on Parcel 51 and Parcel 77 as provided on the First Amendment Plat.

(b) The landscaping and other plantings located along or to be planted and installed in the area marked "Landscape, Landscape Planting and Landscape Maintenance Easement" shall be deemed to be "Common Areas" as defined in the Declaration (as contemplated in Article B, Section 2, Subsection C) and shall be maintained by the Association as provided in the Declaration and as may be required by the Village of Menomonee Falls.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment to Declaration of Restrictions this 27th day of February, 2001.

PILGRIM PARK LIMITED PARTNERSHIP, a
Wisconsin Limited partnership

By: FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., General Partner

By: 
William R. Arpe, President

FEB 28 01 00 13 88

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 23rd day of February, 2001, the above-named William R. Arpe, the President, of Fiduciary Real Estate Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Jennifer G. Busalacchi
Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires on: Nov 21, 2004

*This Instrument Drafted by,
and should be returned to:*

*Brett K. Miller, Esq.
Davis & Kuehlhan, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613*

FEB 28 01 00 13 69

EXHIBIT A

Legal Description of Creekwood Highlands

Creekwood Highlands, being a subdivision of part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NW 1/4 of Section 34, Township 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

FEB 28 01 00 13 70

EXHIBIT B

Legal Description of Creekwood Highlands Addition No. 1

Creekwood Highlands Addition No. 1, being a subdivision of part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonsee Falls, Waukesha County, Wisconsin.

FEB 28 01 00 13 71

EXHIBIT C

Plan of Creekwood Highlands First Addition No. 1



LC3858803-011

DOCUMENT TITLE

Third Amendment to
Declaration of Creekwood,
a Condominium

LEGAL DESCRIPTION

Existing Condominium Lands: Lot 51 and Lot 77 of Creekwood Highlands, a recorded subdivision, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 34 and Part of the Northeast 1/4 of the Northeast 1/4 of Section 33, all in Town B North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

Condominium Lands: Lot 104 of Creekwood Highlands Addition No. 2, a recorded subdivision, being a part of the Northeast 1/4 of the Section 33, Town B North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

See attached terms of Third Amendment to Declaration of Creekwood, a Condominium

004760 SEP-5 2

RECORDED

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-05-2003 3:13 PM

MICHAEL J. HASSELINGER
REGISTER OF DEEDS

REC. FEE: 24.00
REC. FEE-CD: 3.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
POSTS: 11

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McInay
Maker, McInay & Schmitt, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

BLDG / UNIT	LOCATION	ADDRESS	DESIGNATED	ICE	PARKING
20	5559	UPPER W173 N5559	RAVENWOOD DR	N 5559	P
20	5557	LOWER W173 N5557	RAVENWOOD DR	N 5557	P
20	5555	UPPER W173 N5555	RAVENWOOD DR	N 5555	P
20	5553	UPPER W173 N5553	RAVENWOOD DR	N 5553	P
20	5551	LOWER W173 N5551	RAVENWOOD DR	N 5551	P
20	5549	UPPER W173 N5549	RAVENWOOD DR	N 5549	P
21	5547	UPPER W173 N5547	RAVENWOOD DR	N 5547	P
21	5545	LOWER W173 N5545	RAVENWOOD DR	N 5545	P
21	5543	UPPER W173 N5543	RAVENWOOD DR	N 5543	P
21	5541	UPPER W173 N5541	RAVENWOOD DR	N 5541	P
21	5539	LOWER W173 N5539	RAVENWOOD DR	N 5539	P
21	5537	UPPER W173 N5537	RAVENWOOD DR	N 5537	P
22	5535	UPPER W173 N5535	RAVENWOOD DR	N 5535	P
22	5533	LOWER W173 N5533	RAVENWOOD DR	N 5533	P
22	5531	UPPER W173 N5531	RAVENWOOD DR	N 5531	P
22	5529	UPPER W173 N5529	RAVENWOOD DR	N 5529	P
22	5527	LOWER W173 N5527	RAVENWOOD DR	N 5527	P
22	5525	UPPER W173 N5525	RAVENWOOD DR	N 5525	P
23	5523	UPPER W173 N5523	RAVENWOOD DR	N 5523	P
23	5521	LOWER W173 N5521	RAVENWOOD DR	N 5521	P
23	5519	UPPER W173 N5519	RAVENWOOD DR	N 5519	P
23	5517	UPPER W173 N5517	RAVENWOOD DR	N 5517	P
23	5515	LOWER W173 N5515	RAVENWOOD DR	N 5515	P
23	5513	UPPER W173 N5513	RAVENWOOD DR	N 5513	P
24	5511	UPPER W173 N5511	RAVENWOOD DR	N 5511	P
24	5509	LOWER W173 N5509	RAVENWOOD DR	N 5509	P
24	5507	UPPER W173 N5507	RAVENWOOD DR	N 5507	P
24	5505	UPPER W173 N5505	RAVENWOOD DR	N 5505	P
24	5503	LOWER W173 N5503	RAVENWOOD DR	N 5503	P
24	5501	UPPER W173 N5501	RAVENWOOD DR	N 5501	P

P 25/8

Parcel Identification Number (PIN)

104/10

004761 SEP-5 B

**Third Amendment to
Declaration of Creekwood, a Condominium
Dated September 5, 2003**

This Third Amended Declaration is made effective as of the 5th day of September, 2003, by FRED-Creekwood Condominiums, LLC, a Wisconsin limited liability company ("Declarant").

The Declaration of Creekwood, a Condominium, dated September 6, 2001, and recorded with the Waukesha County Register of Deeds on September 13, 2001, as Document No. 2698515, as amended by the First Amendment to Declaration of Creekwood, a Condominium, dated October 3, 2001, and recorded with the Waukesha County Register of Deeds on October 8, 2001, as Document No. 2705002, as amended by the Second Amendment to Declaration of Creekwood, a Condominium, dated August 28, 2002, and recorded with the Waukesha County Register of Deeds on September 5, 2002, as Document No. 2840844, and corrected by Affidavit recorded with the Waukesha County register of Deeds on January 9, 2003, as Document No. 2906748 (together, the "Declaration"), is restated and amended as follows:

1. The initial paragraph of the Declaration is amended to read:

INTRODUCTION

Declarant hereby declares that it is the sole owner of the real property located in the Village of Menomonee Falls, Waukesha County, Wisconsin, more particularly described in **EXHIBIT A-2** attached hereto, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements ("the "Expansion Property"). Declarant hereby submits the Expansion Property to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes, as now existing and hereafter amended from time to time). All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Expansion Property.

2. Section I, subsections 1.1 (h), (aa) and (bb), of the Declaration are amended to read:

(h) "Building Plans" means the plans attached to the Declaration as **EXHIBIT B**, and the plans attached to the Second Amendment to the Declaration as **EXHIBIT B-1**, and the plans attached hereto and made a part hereof as **EXHIBIT B-2**, and any supplemental plans thereto which may be required for construction of the Condominium.

(bb) "Plat" means the Plat of Survey, attached to the Declaration as **EXHIBIT A** (as modified by the First Amended to the Declaration), and the Plat of Survey attached to the Second Amendment to the Declaration as **EXHIBIT A-1**, together with the Plat of Survey attached hereto as **EXHIBIT A-2**, being recorded pursuant to the Act simultaneously with this Third Amendment to the Declaration.

(bb) "Property" means the real property as described in **EXHIBIT A** to the Declaration, and the real property described in **EXHIBIT A-1** attached to the Second

Amendment to the Declaration, and the real property described in EXHIBIT A-2 to this Third Amended Declaration of Creekwood, a Condominium, and any amendment thereto.

3. Section II, Subsection 2.2. The following sentence is added to the end of subsection 2.2:

After expansion, all Unit Owners, including those added by expansion, will continue to have one vote per Unit as provided in the Declaration.

4. Section III, subsection 3.2, of the Declaration is amended to read:

3.2 Description of Units. The Condominium shall consist of 19 Buildings, with four Units in each Building, and five Buildings with six Units in each such Building. Each Unit shall be identified by a street address as indicated on the Plat, for a total of 24 Buildings and a total of 106 Units.

The following shall be the boundaries of the Units:

The remainder of Section III, subsection 3.2 (including all sub-portions thereof), of the Declaration is unchanged.

5. Section IV of the Declaration is amended to read:

Section IV

ALLOCATED INTERESTS

4.1 Allocated Interest. Every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest for the combined first, second and the third phases of the Condominium development shall be 0.94% per unit (1/106 Units).

6. Section VIII, subsection 8.8 of the Declaration is hereby deleted and replaced with the following:

Section 8.8. Unit Owners Restriction on Limited Common and General Common Area Parking.

(a) Applicable to All Units.

(i) To enhance the aesthetics of the Condominium and to facilitate required maintenance and snow plowing of driveways and parking lots, all vehicles shall be parked inside the garage. No Unit Owner shall park vehicles in their driveways overnight. The Board of Directors must approve any guest parking exceeding two (2) nights in either parking pads or the host's driveway. Such approval of guest parking shall not exceed periods of two (2) weeks in duration. No vehicle of any type shall be stored in any driveway or parking pad.

(ii) No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the outdoor parking areas for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

(iii) No Unit Owner nor his family members, agents, employees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle which is allowed to be parked on the Property.

(iv) Any vehicles, boats, campers, recreational vehicles, trucks, snowmobiles, motorcycles, or other materials, which are stored, parked, located in, or on, any parking stall in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such vehicle is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

(v) The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere in the Condominium, or for damage caused by the towing, removing or storing of any vehicle pursuant to paragraph 8.8(a)(iv) above.

(b) Applicable to Phase III Units Only.

(i) Phase III Units are those created by this Third Amendment to the Declaration of Creekwood Condominiums, a Condominium.

(ii) Each of the Phase III Units is assigned one outdoor parking pad, which is limited common area reserved for the sole use and enjoyment of the owner of the Unit to which it is assigned. Notwithstanding the prohibition against overnight parking contained in paragraph 8.8(a)(i) above, but subject to all the remaining provisions of paragraph 8.8(a), and to the right of the Board of Directors to restrict any or all parking on any or all pads for purposes of snow plowing and/or maintenance as determined appropriate by the Board of Directors in its sole discretion, each Phase III Unit owner:

- A. may routinely park one of the Unit Owner's passenger vehicles on the Owner's assigned pad; or
- B. may grant permission to another Phase III Unit Owner temporarily to park one passenger vehicle on the pad.

(c) No Unit Owner may grant permission to use an outdoor parking pad that is inconsistent with the terms of the Condominium Documents including, but not limited to, the Rules and Regulations. Any permission granted under paragraph 8.8(b)(ii) shall be revoked without notice immediately upon the conveyance of the permitting Unit Owner's Unit to a third-party. Further, the permitting Unit Owner shall have the absolute right to revoke permission, with or without cause, upon not less than 48 hours notice to the other Unit Owner. The Board of Directors shall have the right to enforce any revocation of

004764 SEP-5 2

permission to use a pad and may use the enforcement provisions of paragraph 8.8(a)(iv) for this purpose.

6. EXHIBIT A-2 attached hereto is added to the Declaration.

7. EXHIBIT B-2 attached hereto is added to the Declaration.

Except as expressly provided herein, the Declaration is unchanged in all respects.

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

FRED-Creekwood Condominiums, LLC.
A Wisconsin limited liability company
By: Fiduciary Real Estate Development, Inc.
Its: Sole Member

By: William R. Arpe
Its: President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 5th day of September, 2003, the above-named William R. Arpe, the President and sole member of the above-named limited liability company and acknowledged that he executed the foregoing instrument as such officer as the deed of such limited liability company by its authority.

Paula M. Hargreaves
(type or print name here)

Notary Public, State of Wisconsin

My Commission (is)(expires): November 16, 2003

This document was drafted by, and
after recording should be returned to:

Mark S. Schmitt
Maier McInay & Schmitt, Ltd.
Suite 603
101 Falls Road
Grafton, WI 53024

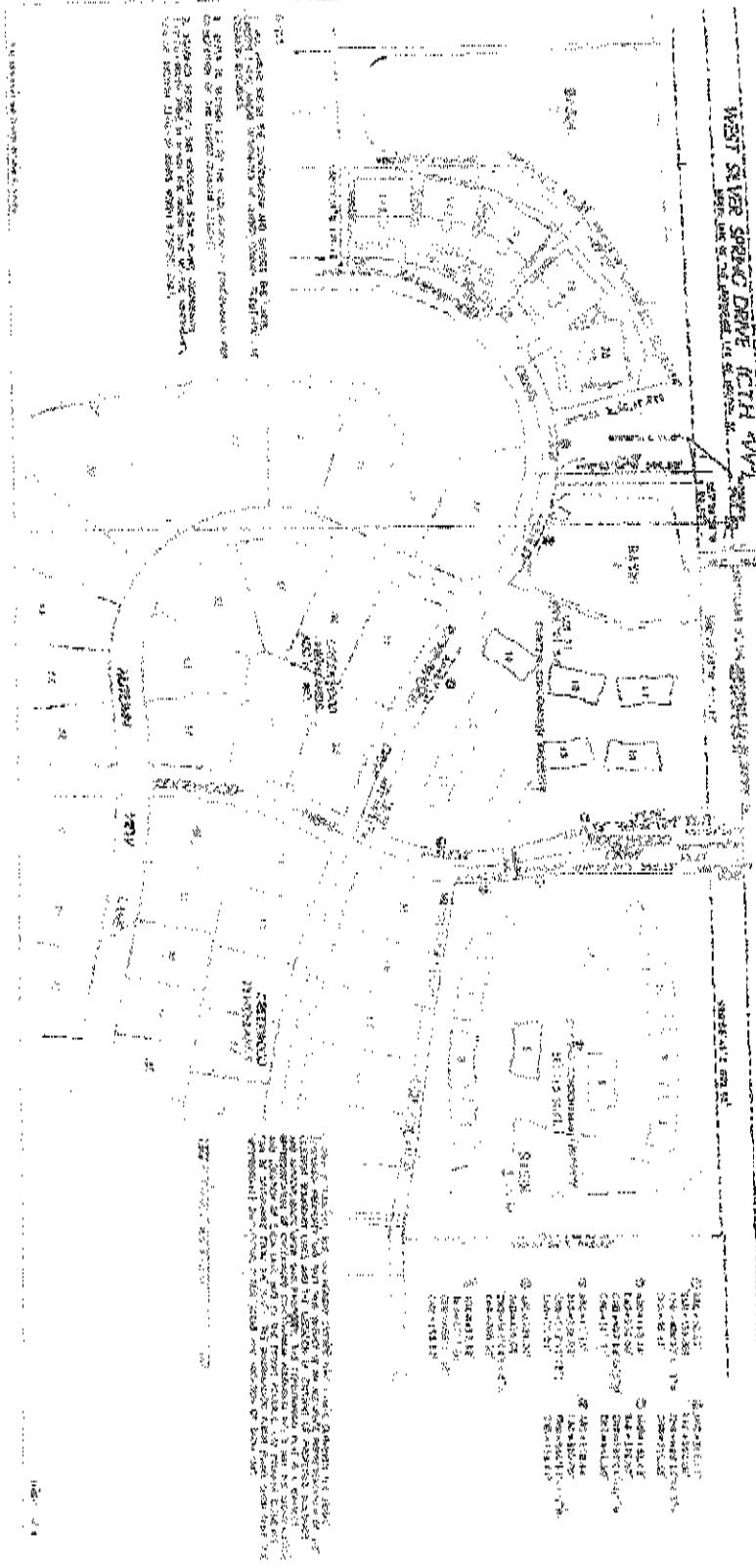
100-467890-100
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-28-2001 BY SP-6
BJS/KMP

CREEKWOOD CONDOMINIUM ADDENDUM NO. 2
 ISSUED IN ADDITION TO THE CREEKWOOD CONDOMINIUM ACT, VERSION 2.0

RECEIVED FOR LIBRARY ANNOUNCEMENT

EXHIBIT

A-2



NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33

2000

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1. The first step is to identify the problem. In this case, the problem is that the system is not working properly.

10-10-1987

Let him or her proceed without the aid of a lawyer, and a host of the same will be in prison in 10 years. I would be happy to see the same thing happen to the same people.

2011. 10. 10

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Citric Acid

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100° 38' 34" N 258.1° E

[illegible]

Abraham Lincoln's Legacy

[illegible]

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THE NEW YORK PUBLIC LIBRARY

ASTOR LENOX TILDEN FOUNDATION

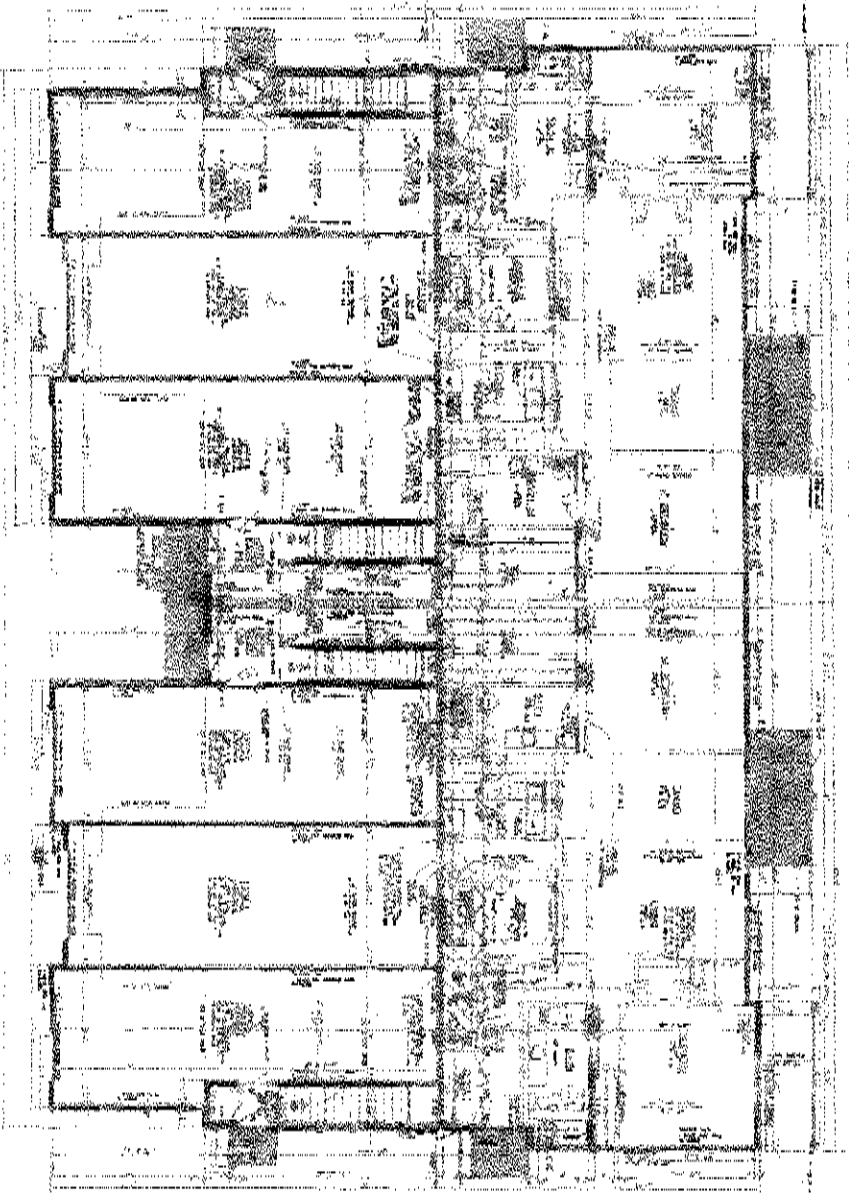
1009 FIFTH AVENUE

NEW YORK CITY

For the purpose of this report, the
data collected from the
survey is as follows:

B-2





FIRST FLOOR PLAN - BUILDING # 1

SCALE: 1/8" = 1'-0"

CREEKWOOD CONDOMINIUM ADDENDUM NO. 2

REVISED ON 08/01/00 FROM THE 1998 CONDOMINIUM ACT, CHAPTER 660, STATUTES OF THE STATE OF FLORIDA.

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS AND OTHER FEATURES.

CONDOMINIUM DO NOT REPRESENT AS-TO-1

Professional Survey & Engineering

Professional Engineer
 License No. 12345
 State of Florida

12345 Professional
 12345 Professional
 12345 Professional

DATE: 12/15/00
 SHEET: 1 OF 1

CREEKWOOD CONDOMINIUM ADDENDUM NO. 2

Source: *Encyclopedia of the History of the United States*, 1966.

RECEIVED BY: 15029-743

2020-21

THE UNIVERSITY MICROFILMS
SERIALS ACQUISITION
300 N. ZEEB RD.
ANN ARBOR MI 48106-1500

FLOODPLAIN DO NOT REPRESENT A S-SUBJ
 COMMENTS

Electrical Fairway & Engineering

1. Introduction

Wang, C.

Parkinson's Disease

1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

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● 2017 年 6 月 1 日

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CREEKWOOD CONDOMINIUM ADDENDUM NO. 2

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PAULINE M. HARRIS, Editor

254

THE ORIGINATOR REQUESTS THE AGENT TO
OBTAIN LOCATIONS OF BERNARD, WILLIS,
BOORS AND OTHER FUGITIVES.

FLORIDIAN DO NOT PRESENT AS-CLAY
CUBES REUSE.

Nikhil Kumar Singh & Anshu Singh

Yamaguchi
Masahiko

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Page 5 of 7

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NC2725339-013

**FOURTH AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS**

Document Title

2725339

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-27-2001 2:57 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 28.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 13

Recording Area

Name and Return Address

Jennifer G. Busalacchi
Fiduciary Real Estate Development
225 E. Mason Street, Suite 900
Milwaukee, WI 53202

Yel
35/13

Parcel Identification Number (PIN)

**FOURTH AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

Dated: November 26, 2001

**FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

THIS FOURTH AMENDMENT, made as of the 26 day of November, 2001, by PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, on February 16, 1999, the Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by the Declarant ("Creekwood Highlands") to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26, 1999, at the Waukesha County Register of Deeds Office as Document No. 2424559; and

WHEREAS, on March 25, 1999, the Declarant entered into that certain First Amendment to Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "First Amendment"); and

WHEREAS, the First Amendment was recorded on June 29, 2000, at the Waukesha County Register of Deeds Office as Document No. 2571909; and

WHEREAS, on July 12, 2000, the Declarant entered into that certain Second Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Second Amendment"); and

WHEREAS, the Second Amendment was recorded on February 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628282; and

WHEREAS, on February 23, 2001, the Declarant entered into that certain Third Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Third Amendment"); and

WHEREAS, the Third Amendment was recorded on February 28, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628668; and

WHEREAS, Article C of the Declaration provides that the Declarant may subject additional real estate to the Declaration, provided such real estate is adjacent to Creekwood Highlands; and

WHEREAS, the Declarant holds title to that certain real estate located immediately adjacent to the west and northwest of Creekwood Highlands, as more particularly described on Exhibit C attached hereto (the "Second Addition to Creekwood Highlands") and shown on the

Plat of Creekwood Highlands Addition No. 2 attached hereto as Exhibit D (the "Second Addition Plat"); and

WHEREAS, the Declarant now desires to supplement and amend the Declaration to include the Second Addition to Creekwood Highlands to the Declaration as hereinafter set forth.

IN WITNESS WHEREOF, the Declarant hereby amends and supplements the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

2. **Expansion.** The Declarant hereby submits the Second Addition to Creekwood Highlands to all of the terms, conditions, restrictions, covenants, rights, and obligations of the Declaration, as if the Declaration had been entirely restated herein. From and after the date hereof, the term "Creekwood Highlands" as used in the Declaration shall include all of the real property described on Exhibit A, Exhibit B, and Exhibit C attached hereto, and shown on the Final Plat of Creekwood Highlands Addition No. 2 (the "Final Plat"), a copy of which is attached hereto as Exhibit D.

3. **Condominium Development on Parcel 104 of Second Addition to Creekwood Highlands.** The Declaration contemplated single-family, two-family and multi-family residential units in Creekwood Highlands. It is the Declarant's intention to subject Parcel 104, as shown on the Second Addition Plat, to a declaration of condominium (the "Condominium Declaration") pursuant to Chapter 703 of the Wisconsin Statutes (the "Condominium"). Each condominium unit contained within the Condominium shall be considered a "Single Family Residence" and an individual "Lot" for purposes of the Declaration and shall sometimes be referred to herein as "Condominium Units". Each Owner of a Condominium Unit shall be considered an "Owner" of a "Lot" for all purposes of the Declaration (with each having all rights, responsibilities, obligations and restrictions commensurate therewith, including, but not limited to, one vote in the Association per Condominium Unit). The Developer currently intends to develop 34 Condominium Units on Parcel 104, provided, however, the Declarant reserves the right to add or subtract from the foregoing total estimated Condominium Units based on the actual approvals the Declarant obtains from the Village of Menomonee Falls to develop the Condominium Units. Nothing contained in the Declaration shall be deemed to grant any Owner of a Lot in Creekwood which is not a Condominium Unit any right or authority to participate in the internal affairs and governance of the Condominium, and, except for and subject in all events to the express restrictions, obligations and rights granted to the Owners under this Declaration, the internal affairs and governance of the Condominium shall be as provided under Section 703 of the Wisconsin Statutes and the Condominium Declaration. The Declarant further reserves the right to include an expansion of the Condominium into any Future Stages of Development as provided in Article C of the Declaration.

4. **Requirements and Restrictions Applicable to Second Addition to Creekwood Highlands.** Notwithstanding anything contained in the First Amendment, Second Amendment, Third Amendment, or the Declaration to the contrary, the following shall be special restrictions pertaining only to the Lots in the Second Addition to Creekwood:

(a) All Lot setbacks shall be approved in writing by the Declarant. Except for Parcel 104 (i.e., the Condominium), the minimum setbacks for a Single-Family Residence shall be: (i) forty (40) feet from any abutting street right-of-way; (ii) fifteen (15) feet from any

side yard; and (iii) thirty (30) feet from any rear yard. In addition, any corner Lots (other than Parcel 104) are required to maintain a forty (40) foot set back from both street rights-of-way; provided, however, upon written approval of the Declarant (in its sole discretion) the street yard set backs for a corner Lot may be decreased to a minimum set back of twenty-five (25) feet. If any Owner desires to rotate its proposed Single-Family Residence to face toward the corner of a Lot, the Declarant reserves the right to determine the street yard setbacks that the Declarant believes to be the most beneficial to the overall appearance of the Subdivision. A setback of twenty-five (25) feet may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons that the twenty-five (25) foot setback is necessary.

(b) Other than Parcel 104, all driveways on any Lot shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Declarant (in its sole discretion).

(c) Any Lot that contains wetlands, as delineated on the Second Addition Plat, shall be subject to a requirement that the Owner of such Lot maintain a twenty-five (25) foot natural and unmowed buffer on such Owner's Lot along and from the edge of such delineated wetland pursuant to current specifications set by Wisconsin Department of Natural Resources (the "DNR"), as the same may be amended from time to time. Any Lot Owner failing to comply with the foregoing wetland buffer requirement may be subject to penalties and fines as determined by the DNR. In addition, all Owners shall be subject to and shall comply with the wetland restrictions set forth on the Second Addition Plat.

(d) Any Lots bordering the unnamed tributary to the Fox River, including, but not limited to, Lots 78 through 83, 91, and 92 shall be subject to a requirement that the Owner of such Lot maintain a minimum of a fifty (50) foot natural and unmowed buffer of such Owner's Lot along and from the edge of such unnamed tributary. Any owner failing to comply with this requirement may be subject to penalties and fines as determined by the DNR.

(e) Parcel 104, as shown on the Second Amendment Plat, shall not be subject to the requirement that a lamppost be installed as required under Article A, Section 18 of the Declaration.

(f) The Condominium Units may be constructed with aluminum siding, fascia, or soffits deemed acceptable to the Declarant, in its sole discretion.

(g) All Lots in Second Addition to Creekwood Highlands shall also be subject to any and all restrictions contained on the Second Addition Plat.

(h) All garages shall be attached to the Single-Family Residence, directly or by enclosed breezeway, or built into the basement of the Single-Family Residence, and all garages shall be constructed at the same time the Single-Family Residence is constructed. Although garage entrances shall be side entry garages, front entry garages may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons front garage is appropriate. The Declarant shall have the final determination of architectural design, including garage entrances. Notwithstanding the foregoing, in all cases the Declarant in its sole discretion shall have the right to determine the location of the garage entrance. All driveways shall be paved (either with asphalt, cement or brick).

(i) A single story Single-Family Residence shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for special circumstances. All other roof areas, including a story and one-half, two story, split level, and tri-level Single-Family Residences shall have an appropriate pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on story and one-half Single-Family Residences and other special circumstances (in sole discretion of Declarant for the architectural aesthetics of the building) if the same are approved in writing by the Declarant, and all roof areas shall be covered with wood shakes, fiberglass or asphalt shingles, tile, or other roofing material; provided, however, the Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design of the Single-Family Residence.

5. **Tree Plantings.** The Village of Menomonee Falls has required all of the Owners of Lots in the Second Addition in Creekwood Highlands to plant certain shade trees (of a type approved by the Village of Menomonee Falls) on the Lots parallel to and approximately five (5) feet into the Lots from the street right-of-way line. Pursuant to the current Village of Menomonee Falls ordinances, such shade trees shall be planted at an interval of at least one (1) tree per 40 linear feet of street right-of-way frontage or fraction thereof along both sides of the street right-of-way. The minimum size of such trees at planting shall approximately two and one-half to three inch (2.5-3") calipers or larger. Each Owner shall be responsible to maintain such plantings located on its respective Lot; provided, however, with respect to Lot 104, the Condominium Association shall be responsible to maintain any such tree plantings (other than as required in Section 7(b) herein).

6. **Common Areas.**

(a) The storm water detention easement area located on Parcel 104, in the locations more particularly shown on the Second Addition Plat, shall be deemed to be "Common Area" as defined in the Declaration, and the storm water detention pond located thereon shall be maintained by the Association as provided in the Declaration. In addition, the Owners acknowledge that the Declarant (i) has granted an easement to the Village of Menomonee Falls to utilize the storm water detention ponds located on Parcel 104 as provided on the Second Amendment Plat ("Detention Ponds"), (ii) reserves the right to grant additional easements to the owners of adjacent properties to utilize the Detention Ponds, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds, and (iii) reserves the right to receive easements from the owners of adjacent properties to utilize any storm water detention ponds located on adjacent properties, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds.

(b) The landscaping and other plantings located along or to be planted and installed in the area marked "Pedestrian Easement, Landscape, Landscape Planting and Landscape Maintenance Easement" shall be deemed to be "Common Areas" as defined in the Declaration (as contemplated in Article B, Section 2, Subsection C) and shall be maintained by the Association as provided in the Declaration and as may be required by the Village of Menomonee Falls.

NOV 27 01 00 32 71

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment to Declaration of Restrictions this 26 day of November, 2001.

PILGRIM PARK LIMITED PARTNERSHIP, a
Wisconsin Limited partnership

By: FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., General Partner

By: William R. Arpe
William R. Arpe, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 26 day of November, 2001, the above-named William R. Arpe, the President, of Fiduciary Real Estate Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Notary Public
Notary Public, County of Milwaukee
State of Wisconsin

My Commission expires on: November 26, 2004

This Instrument Drafted by:

Brett K. Miller, Esq.
Davis & Kuelthaus, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613

.000 27 01 0 0 3 2 7 2

EXHIBIT A

Legal Description of Creekwood Highlands

Creekwood Highlands, being a subdivision of part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NW 1/4 of Section 34, Township 8 North, Range 20 East, in the Village of Monomonee Falls, Waukesha County, Wisconsin.

100 27 01 0 0 3 2 7 3

EXHIBIT B

Legal Description of Creekwood Highlands Addition No. 1

Creekwood Highlands Addition No. 1, being a subdivision of part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

100 27 01 0 0 3 2 7 7

EXHIBIT C

Legal Description of Creekwood Highlands Addition No. 2

Creekwood Highlands Addition No. 2, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

NOV 27 01 00 32 75

EXHIBIT D

Plat of Creekwood Highlands Second Addition No. 2

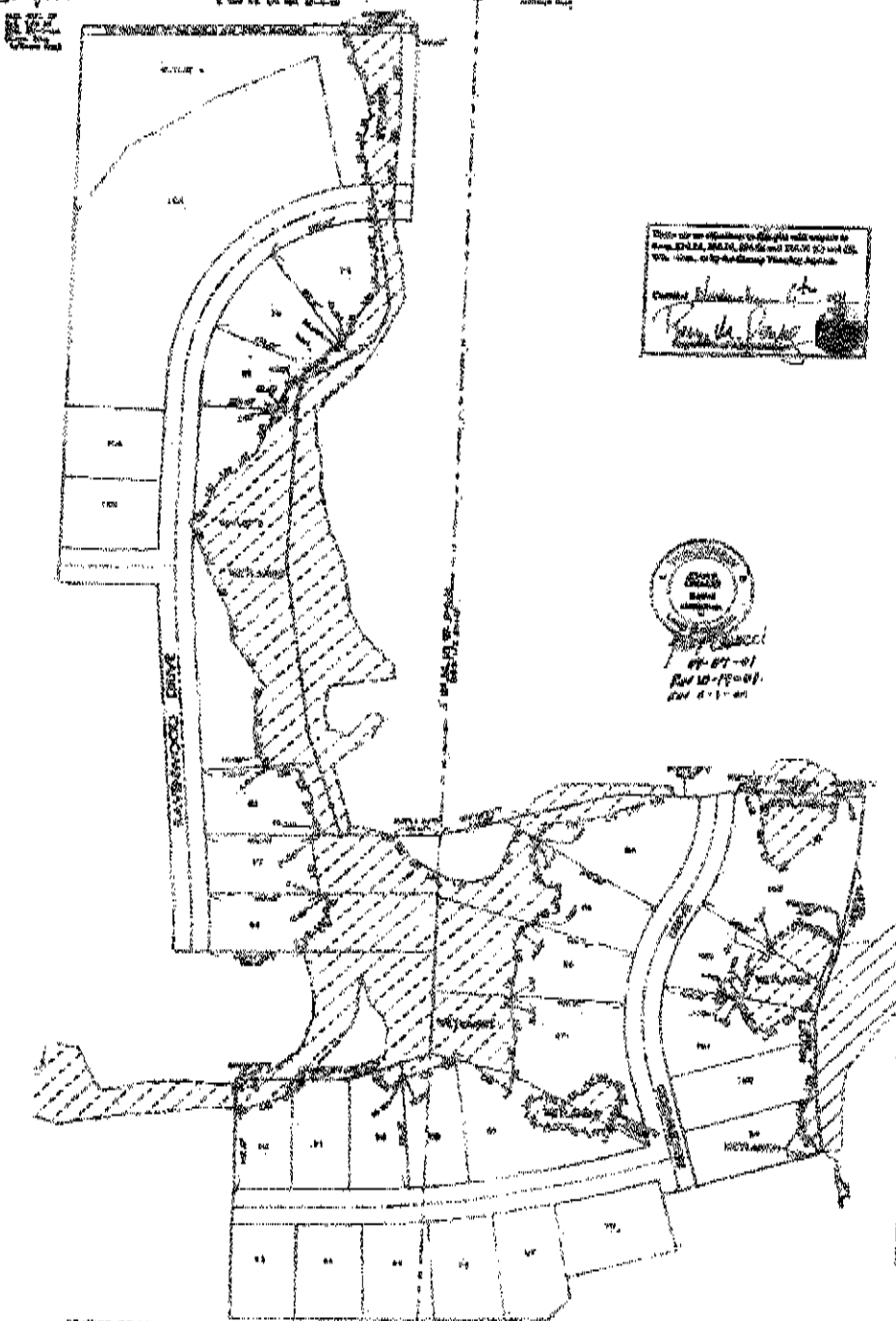
NOV 27 01 00 32 77

CREEKWOOD HIGHLANDS ADD'N, NO. 2

CREEKWOOD HIGHLANDS ADDN. NO. 2

Part of the Southwest 1/4 of the Northwest 1/4 of Section 36 Range 7 East of 9th Meridian S & 10th Township N
 1/4 of Sections 28, 29, 30 & 31 Twp. 10 North, Range 7 East, Co. 1 West, State of Washington.

~~SILVER SPENCER OR. (C) 11-11-11~~



WILLIAMS INC. TABLE

004699 JAN 16 2002



UC2745644-010

FIFTH AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS

Document Number

Document Title

2745644

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-16-2002 3:35 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 22.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 10

Recording Area

Name and Return Address

Jennifer O. Busalacchi
Fiduciary Real Estate Development, Suite 900
Milwaukee, WI 53202

Parcel Identification Number (PIN)

FIFTH AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS

Dated: January 10, 2002

004700 JAN 16 2002

**FIFTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

THIS FIFTH AMENDMENT, made as of the 10 day of January, 2002, by PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, on February 16, 1999, the Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by the Declarant ("Creekwood Highlands") to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26, 1999, at the Waukesha County Register of Deeds Office as Document No. 2424539; and

WHEREAS, on March 25, 1999, the Declarant entered into that certain First Amendment to Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "First Amendment"); and

WHEREAS, the First Amendment was recorded on June 29, 2000, at the Waukesha County Register of Deeds Office as Document No. 2571909; and

WHEREAS, on July 12, 2000, the Declarant entered into that certain Second Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Second Amendment"); and

WHEREAS, the Second Amendment was recorded on February 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628282; and

WHEREAS, on February 23, 2001, the Declarant entered into that certain Third Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Third Amendment"); and

WHEREAS, the Third Amendment was recorded on February 28, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628668; and

WHEREAS, on November 26, 2001, the Declarant entered into that certain Fourth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Fourth Amendment"); and

WHEREAS, the Fourth Amendment was recorded on November 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2725339; and

004701 JAN 16 88

WHEREAS, the Declarant holds title to that certain real estate located immediately adjacent to the west and northwest of Creekwood Highlands, as more particularly described on Exhibit C attached hereto (the "Second Addition to Creekwood Highlands") and shown on the Plat of Creekwood Highlands Addition No. 2 that was recorded in the Office of the Waukesha County Register of Deeds as Document No. 2725378 (the "Second Addition Plat"); and

WHEREAS, the Declarant now desires to amend the Declaration to clarify Paragraphs 4 (a) and 6(a) of the Fourth Amendment as hereinafter set forth.

IN WITNESS WHEREOF, the Declarant hereby amends the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

2. **Amendment of Paragraph 4(a).** Paragraph 4(a) of the Fourth Amendment is amended to read as follows (modifications are underlined):

4. **Requirements and Restrictions Applicable to Second Addition to Creekwood Highlands.** Notwithstanding anything contained in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, or the Declaration to the contrary, the following shall be special restrictions pertaining only to the Lots in the Second Addition to Creekwood:

(a) All Lot setbacks shall be approved in writing by the Declarant. Except for Parcel 104 (i.e., the Condominium), the minimum setbacks for a Single-Family Residence shall be: (i) forty (40) feet from any abutting street right-of-way; (ii) fifteen (15) feet from any side yard; provided, however, the Declarant hereby reserves the right in Declarant's sole discretion to approve a reduction in the side yard requirement from fifteen (15) feet to not less than twelve and one-half (12.5) feet upon written application by the Owner to the Declarant (in conjunction with the building plans submittal) requesting a side yard reduction. Such reduction in the side yard will not adversely impact any adjoining Lot, and the integrity and aesthetics of Creekwood Highlands will be maintained, and (iii) thirty (30) feet from any rear yard. In addition, any corner Lots (other than Parcel 104) are required to maintain a forty (40) foot set back from both street rights-of-way; provided, however, upon written approval of the Declarant (in its sole discretion) the street yard set backs for a corner Lot may be decreased to a minimum set back of twenty-five (25) feet. If any Owner desires to rotate its proposed Single-Family Residence to face toward the corner of a Lot, the Declarant reserves the right to determine the street yard setbacks that the Declarant believes to be the most beneficial to the overall appearance of the Subdivision. A setback of twenty-five (25) feet may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons that the twenty-five (25) foot setback is necessary.

3. **Amendment of Paragraph 6(a).** Paragraph 6(a) of the Fourth Amendment is amended to read as follows (modifications are underlined):

004702 JAN 16 8

6. Common Areas.

(a) The storm water detention easement area located on Parcel 104, in the locations more particularly shown on the Second Addition Plat, shall be deemed to be "Common Area" as defined in the Declaration, and the storm water detention pond located thereon shall be maintained by the Association as provided in the Declaration. In addition, the Owners acknowledge that the Declarant (i) has granted an easement to the Village of Menomonee Falls to utilize the storm water detention ponds located on Outlet 4 and as may be partially located on Parcel 104 all as provided on the Second Addition Plat ("Detention Ponds"), (ii) reserves the right to grant additional easements to the owners of adjacent properties to utilize the Detention Ponds, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds, and (iii) reserves the right to receive easements from the owners of adjacent properties to utilize any storm water detention ponds located on adjacent properties, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds.

3. Effect. All of the terms, conditions, and provisions of the Declaration including, but not limited to, the Fourth Amendment, remain the same except as specifically modified or amended herein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Fifth Amendment to Declaration of Restrictions this 10 day of January, 2002.

PILGRIM PARK LIMITED PARTNERSHIP, a
Wisconsin Limited partnership

By: FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., General Partner

By: William R. Arpe
William R. Arpe, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 10 day of January, 2002, the above-named William R. Arpe, the President, of Fiduciary Real Estate Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Jennifer G. Busalacchi
Notary Public, County of Milwaukee
State of Wisconsin

My Commission expires on: November 24, 2004

IN WITNESS WHEREOF, the undersigned lot owners represent at least seventy-five percent (75%) of the votes in the Association relation to the Second Addition to Creekwood Highlands.

004703 JAN 16 88

BUTLER / ORENDORF GROUP LLC

Owner of Lots 85, 89, 93, 95:

By: Deeron Butler
Deeron Butler, owner
Butler / Orendorf Group, LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 15th day of January, 2002, the above-named Deeron Butler to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Lyndee A. Albert
Notary Public, County of ~~Milwaukee~~ Waukesha
State of Wisconsin
My Commission expires on: 03/03/02

004704 JAN 16 88

WESTRIDGE BUILDERS

Owner of Lots 83, 86:

By:

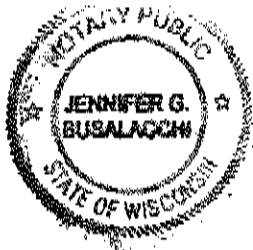
Carl Tammich President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 14 day of January, 2002, the above-named Carl Tammich to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Jennifer G. Busalacchi
Notary Public, County of Milwaukee
State of Wisconsin

My Commission expires on: November 21, 2004



004705 JAN 16 2002

PILGRIM PARK LIMITED PARTNERSHIP

Owner of Lots 78, 79, 80, 82, 83, 90, 91, 92, 94, 96, 98,
99, 100, 101, 102, 104, 105, 106:

By: William R. Arpe
William R. Arpe - President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me this 16 day of January, 2002, the above-named William R. Arpe to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Jennifer G. Busalacchi
Notary Public, County of Milwaukee
State of Wisconsin

My Commission expires on: November 21, 2004

*This Instrument Drafted by,
and should be returned to:*

Brett K. Miller, Esq.
Davis & Kuehlhaus, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613

004706 JAN 16 88

EXHIBIT A

Legal Description of Creekwood Highlands

Creekwood Highlands, being a subdivision of part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NW 1/4 of Section 34, Township 8 North, Range 20 East, in the Village of Menomonsee Falls, Waukesha County, Wisconsin.

004707 JAN 16 9

EXHIBIT B

Legal Description of Creekwood Highlands Addition No. 1

Creekwood Highlands Addition No. 1, being a subdivision of part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waushara County, Wisconsin.

004708 JAN 16 94

EXHIBIT C

Legal Description of Creekwood Highlands Addition No. 2

Creekwood Highlands Addition No. 2, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.



WC2853762-013

**SIXTH AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS**

Document Title

003578 OCT-28

2853762

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-02-2002 3:03 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 28.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 13

Recording Agent

Name and Return Address

Jennifer Bussiacchi
Fiduciary Real Estate Development
225 E. Mason Street, Ste. 900
Milwaukee, WI 53202

Parcel Identification Number (PIN)

**SIXTH AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

Dated: September 17, 2002

This instrument Drafted by:

Brett K. Miller, Esq.
Davis & Knutson, S.C.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613

**SIXTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

THIS SIXTH AMENDMENT, made as of the 17 day of September, 2002, by PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, on February 16, 1999, the Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by the Declarant ("Creekwood Highlands") to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26, 1999, at the Waukesha County Register of Deeds Office as Document No. 2424559; and

WHEREAS, on March 25, 1999, the Declarant entered into that certain First Amendment to Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "First Amendment"); and

WHEREAS, the First Amendment was recorded on June 29, 2000, at the Waukesha County Register of Deeds Office as Document No. 2571909; and

WHEREAS, on July 12, 2000, the Declarant entered into that certain Second Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Second Amendment"); and

WHEREAS, the Second Amendment was recorded on February 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628282; and

WHEREAS, on February 23, 2001, the Declarant entered into that certain Third Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Third Amendment"); and

WHEREAS, the Third Amendment was recorded on February 28, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628668; and

WHEREAS, on November 26, 2001, the Declarant entered into that certain Fourth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Fourth Amendment"); and

003580 OCT-28

WHEREAS, the Fourth Amendment was recorded on November 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2725339; and

WHEREAS, on January 10, 2002, the Declarant entered into that certain Fifth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Fifth Amendment"); and

WHEREAS, the Fifth Amendment was recorded on January 16, 2002, in the Waukesha County Register of Deeds Office as Document No. 27455644 and

WHEREAS, Article C of the Declaration provides that the Declarant may subject additional real estate to the Declaration, provided such real estate is adjacent to Creekwood Highlands; and

WHEREAS, the Declarant is the sole owner of that certain real estate located immediately adjacent to the west and southwest of Creekwood Highlands, as more particularly described on Exhibit C attached hereto (the "Third Addition to Creekwood Highlands") and shown on the Plat of Creekwood Highlands Addition No. 3 attached hereto as Exhibit D (the "Third Addition Plat"); and

WHEREAS, the Declarant now desires to supplement and amend the Declaration to include the Third Addition to Creekwood Highlands to the Declaration as hereinafter set forth.

IN WITNESS WHEREOF, the Declarant hereby amends and supplements the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

2. **Expansion.** The Declarant hereby submits the Third Addition to Creekwood Highlands to all of the terms, conditions, restrictions, covenants, rights, and obligations of the Declaration, as if the Declaration had been entirely restated herein. From and after the date hereof, the term "Creekwood Highlands" as used in the Declaration shall include all of the real property described on Exhibit A, Exhibit B, Exhibit C, and Exhibit D attached hereto, and as shown on the Final Plat of Creekwood Highlands Addition No. 3 (the "Final Plat"), a copy of which is attached hereto as Exhibit E.

3. **Requirements and Restrictions Applicable to Third Addition to Creekwood Highlands.** Notwithstanding anything contained in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, or the Declaration to the contrary, the following shall be special restrictions pertaining only to the Lots in the Third Addition to Creekwood:

(a) All Lot setbacks shall be approved in writing by the Declarant. The minimum setbacks for a Single-Family Residence shall be: (i) forty (40) feet from

any abutting street right-of-way; (ii) thirty (30) feet from any rear yard, and (iii) fifteen (15) feet from any side yard; provided, however the Declarant hereby reserves the right in Declarant's sole discretion to approve a reduction in the side yard requirement from fifteen (15) feet to not less than twelve and one-half (12.5) feet upon written application by the Owner to the Declarant (in conjunction with the building plans submittal) requesting a side yard reduction. Such reduction in the side yard will not adversely impact any adjoining Lot, and the integrity and aesthetics of Creekwood Highlands will be maintained. In addition, any corner Lots are required to maintain a forty (40) foot set back from both street rights-of-way; provided, however, upon written approval of the Declarant (in its sole discretion) the street yard set backs for a corner Lot may be decreased to a minimum set back of twenty-five (25) feet. If any Owner desires to rotate its proposed Single-Family Residence to face toward the corner of a Lot, the Declarant reserves the right to determine the street yard setbacks that the Declarant believes to be the most beneficial to the overall appearance of the Subdivision. A setback of twenty-five (25) feet may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons that the twenty-five (25) foot setback is necessary.

(b) All driveways on any Lot shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Declarant (in its sole discretion).

(c) Any Lot that contains wetlands, as delineated on the Third Addition Plat, shall be subject to a requirement that the Owner of such Lot maintain a twenty-five (25) foot natural and unmowed buffer on such Owner's Lot along and from the edge of such delineated wetland pursuant to current specifications set by Wisconsin Department of Natural Resources (the "DNR"), as the same may be amended from time to time ("Wetland Buffer"), and the following restrictions for wetland areas as set forth on the Third Addition Plat ("Wetland Restrictions"):

1. Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. shall be prohibited with the exception of the removal of dead, diseased, or dying vegetation at the discretion of the landowner.
4. The introduction of plant material not indigenous to the existing environment of the conservancy/wetland preservation area shall be prohibited.

5. Construction of buildings in the wetland preservation area shall be prohibited.

Any Lot Owner failing to comply with the Wetland Buffer or Wetland Restrictions requirement may be subject to penalties and fines as determined by the DNR. In addition, all Owners shall be subject to and shall comply with the wetland restrictions set forth on the Third Addition Plat.

(d) Any Lots bordering the unnamed tributary to the Fox River as shown on the Third Addition Plat, including, but not limited to, Lot 113, Lot 114, and Lots 118 through 120 (inclusive), shall be subject to a "natural buffer area" requirement in which the Owner of such Lot shall maintain a minimum of a fifty (50) foot natural and unmowed buffer of such Owner's Lot along and from the edge of such unnamed tributary ("Tributary Natural Buffer Area"). Lots 132 through 135 (inclusive) shall be subject to a "natural buffer area" requirement in which the Owner of such Lot shall maintain a minimum of a twenty-five (25) foot natural and unmowed buffer area of such Owner's Lot as shown on the Third Addition Plat ("Natural Buffer Area"). Lots 119 and 134 shall also be subject to a "natural state area" requirement in which the Owner of such Lot shall leave those areas in a natural state ("Natural State Area") as shown on the Third Addition Plat. Any owner failing to comply with the Tributary Natural Buffer Area, Natural Buffer Area, or Natural State Area requirement may be subject to penalties and fines as determined by the DNR.

(e) All Lots in Third Addition to Creekwood Highlands shall also be subject to any and all restrictions contained on the Third Addition Plat.

(f) All garages shall be attached to the Single-Family Residence, directly or by enclosed breezeway, or built into the basement of the Single-Family Residence, and all garages shall be constructed at the same time the Single-Family Residence is constructed. Although garage entrances shall be side entry garages, front entry garages may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons a front garage is appropriate. The Declarant shall have the final determination of architectural design, including garage entrances. Notwithstanding the foregoing, in all cases the Declarant in its sole discretion shall have the right to determine the location of the garage entrance. All driveways shall be paved (either with asphalt, cement or brick).

(g) A single story Single-Family Residence shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for special circumstances. All other roof areas, including a story and one-half, two story, split level, and tri-level Single-Family Residences shall have an appropriate pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on story and one-half Single-Family Residences and other special circumstances (in the sole discretion of Declarant for the architectural aesthetics of the building) if the same are approved in

writing by the Declarant, and all roof areas shall be covered uniformly with wood shakes, fiberglass or asphalt shingles, tile, or other roofing material; provided, however, the Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design of the Single-Family Residence.

(h) All elevation windows on Single-Family Residences including front, side, and rear must be trimmed out using casing or any other trim approved in writing by the Declarant.

5. **Tree Plantings.** The Village of Menomonee Falls has required all of the Owners of Lots in the Third Addition to Creekwood Highlands to plant certain shade trees (of a type approved by the Village of Menomonee Falls) on the Lots parallel to and approximately five (5) feet into the Lots from the street right-of-way line. Pursuant to the current Village of Menomonee Falls ordinances, such shade trees shall be planted at an interval of at least one (1) tree per 40 linear feet of street right-of-way frontage or fraction thereof along both sides of the street right-of-way. The minimum size of such trees at planting shall approximately two and one-half to three inch (2.5-3") calipers or larger. Each Owner shall be responsible to maintain such plantings located on its respective Lot.

6. **Common Areas.**

(a) The storm water detention easement area located on Parcel 104 of the Second Addition Plat, in the locations more particularly shown on the Second Addition Plat, is "Common Area" as defined in the Declaration and the storm water detention pond located thereon is maintained by the Association as provided in the Declaration. In addition, the Owners acknowledge that the Declarant has (i) granted an easement to the Village of Menomonee Falls to utilize the storm water detention ponds located on Outlot 4 and as may be partially located on Parcel 104 all as provided and depicted on the Second Addition Plat ("Detention Ponds"), (ii) reserves the right to grant additional easements to the owners of adjacent properties to utilize the Detention Ponds, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds, and (iii) reserves the right to receive easements from the owners of adjacent properties to utilize any storm water detention ponds located on adjacent properties, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds.

(b) The landscaping and other plantings located along or to be planted and installed in the area marked "Pedestrian Easement, Landscape, Landscape Planting and Landscape Maintenance Easement" shall be deemed to be "Common Areas" as defined in the Declaration (as contemplated in Article B, Section 2, Subsection C) and shall be

003584 001-28

maintained by the Association as provided in the Declaration and as may be required by the Village of Menomonie Falls.

IN WITNESS WHEREOF, the undersigned has executed this Sixth Amendment to Declaration of Restrictions this 17 day of September, 2002.

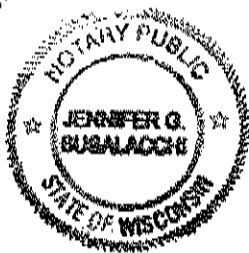
PILGRIM PARK LIMITED PARTNERSHIP, a
Wisconsin Limited partnership

By: FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., General Partner

By: [Signature]
William R. Arpe, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 17 day of September, 2002, the above-named William R. Arpe, the President, of Fiduciary Real Estate Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity:



[Signature]
Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires on: November 21, 2004

003585 OCT-28

EXHIBIT A

Legal Description of Creekwood Highlands

Creekwood Highlands, being a subdivision of part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NW 1/4 of Section 34, Township 8 North, Range 20 East, in the Village of Menomonon Falls, Waukesha County, Wisconsin.

003586 001-28

EXHIBIT B

Legal Description of Creekwood Highlands Addition No. 1

Creekwood Highlands Addition No. 1, being a subdivision of part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

003587 OCT-28

EXHIBIT C

Legal Description of Creekwood Highlands Addition No. 2

Creekwood Highlands Addition No. 2, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

003588 OCT-28

EXHIBIT D

Legal Description of Creekwood Highlands Addition No. 3

Creekwood Highlands Addition No. 3, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

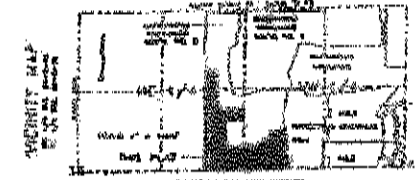
003589 OCT-28

EXHIBIT E

Plat of Creekwood Highlands Addition No. 3

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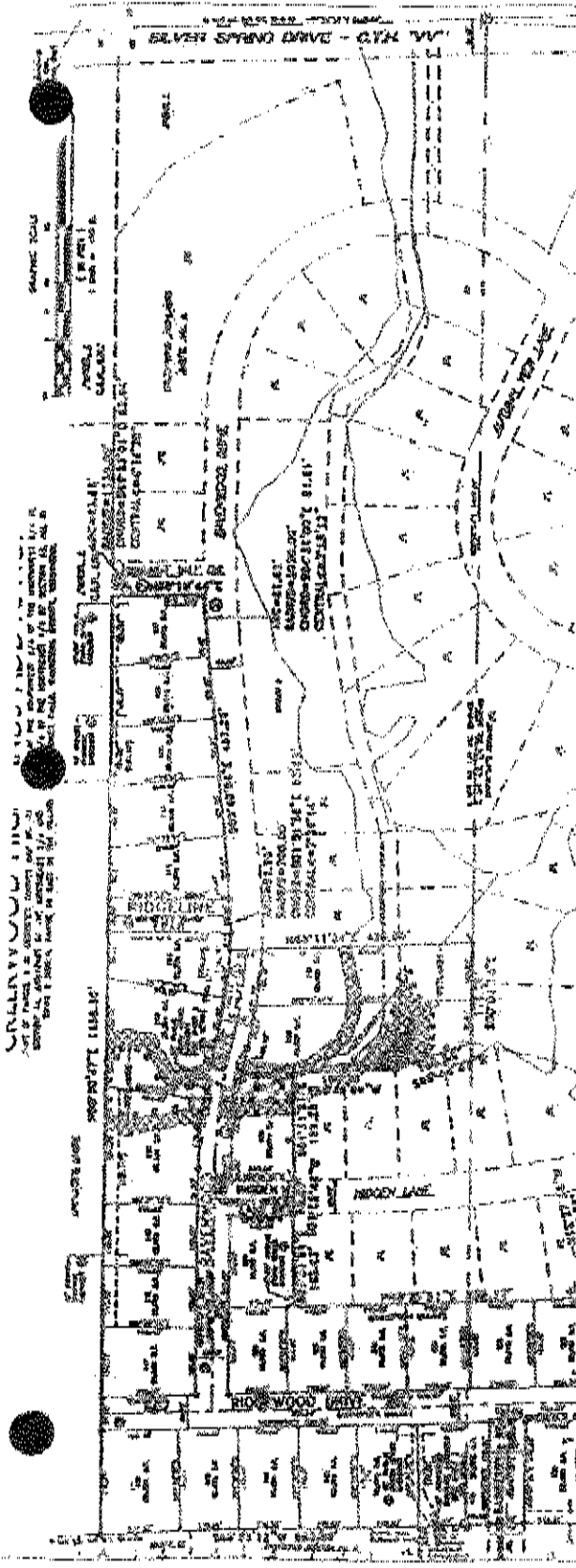
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UC3085704-016

Document Number

**SEVENTH AMENDMENT TO
DECLARATION OF
RESTRICTIONS FOR
CREEKWOOD HIGHLANDS AT
MENOMONEE FALLS**

Document Title

3085704

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-20-2003 1:42 PM

MICHAEL J. HANGLINGER
REGISTER OF DEEDS

REC. FEE: 34.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 15

Recording Area

Name and Return Address

Jennifer Busalacchi
Fiduciary Real Estate Development
225 E. Mason Street, Ste. 900
Milwaukee, WI 53202

Parcel Identification Number (PIN)

**SEVENTH AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

Dated: October 17, 2003

This Instrument Drafted by:

Brett K. Miller, Esq.
Davis & Kuehnau, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613

002850 OCT 20 2

**SEVENTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

THIS SEVENTH AMENDMENT, made as of the 17 day of October, 2003, by **PILGRIM PARK LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, on February 16, 1999, the Declarant entered into that certain Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by the Declarant ("Creekwood Highlands") to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on February 26, 1999, at the Waukesha County Register of Deeds Office as Document No. 2424559; and

WHEREAS, on March 25, 1999, the Declarant entered into that certain First Amendment to Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "First Amendment"); and

WHEREAS, the First Amendment was recorded on June 29, 2000, at the Waukesha County Register of Deeds Office as Document No. 2571909; and

WHEREAS, on July 12, 2000, the Declarant entered into that certain Second Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Second Amendment"); and

WHEREAS, the Second Amendment was recorded on February 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628282; and

WHEREAS, on February 23, 2001, the Declarant entered into that certain Third Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Third Amendment"); and

WHEREAS, the Third Amendment was recorded on February 28, 2001, in the Waukesha County Register of Deeds Office as Document No. 2628668; and

WHEREAS, on November 26, 2001, the Declarant entered into that certain Fourth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Fourth Amendment"); and

WHEREAS, the Fourth Amendment was recorded on November 27, 2001, in the Waukesha County Register of Deeds Office as Document No. 2725339; and

WHEREAS, on January 10, 2002, the Declarant entered into that certain Fifth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Fifth Amendment"); and

WHEREAS, the Fifth Amendment was recorded on January 16, 2002, in the Waukesha County Register of Deeds Office as Document No. 27455644 and

WHEREAS, on September 17, 2002, the Declarant entered into that certain Sixth Amendment to the Declaration of Restrictions for Creekwood Highlands at Menomonee Falls (the "Sixth Amendment"); and

WHEREAS, the Sixth Amendment was recorded on October 2, 2002, in the Waukesha County Register of Deeds Office as Document No. 2853762 and

WHEREAS, Article C of the Declaration provides that the Declarant may subject additional real estate to the Declaration, provided such real estate is adjacent to Creekwood Highlands; and

WHEREAS, the Declarant is the sole owner of that certain real estate located immediately adjacent to the west of Creekwood Highlands, as more particularly described on Exhibit C attached hereto (the "Fourth Addition to Creekwood Highlands") and shown on the Plat of Creekwood Highlands Addition No. 4 attached hereto as Exhibit D (the "Fourth Addition Plat"); and

WHEREAS, the Declarant now desires to supplement and amend the Declaration to include the Fourth Addition to Creekwood Highlands to the Declaration as hereinafter set forth.

IN WITNESS WHEREOF, the Declarant hereby amends and supplements the Declaration as follows:

1. **Defined Terms.** All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

2. **Expansion.** The Declarant hereby submits the Fourth Addition to Creekwood Highlands to all of the terms, conditions, restrictions, covenants, rights, and obligations of the Declaration, as if the Declaration had been entirely restated herein. From and after the date hereof, the term "Creekwood Highlands" as used in the Declaration shall include all of the real property described on Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E attached hereto, and as shown on the Final Plat of Creekwood Highlands Addition No. 4 (the "Final Plat"), a copy of which is attached hereto as Exhibit E.

3. **Requirements and Restrictions Applicable to Fourth Addition to Creekwood Highlands.** Notwithstanding anything contained in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth

Amendment, or the Declaration to the contrary, the following shall be special restrictions pertaining only to the Lots in the Fourth Addition to Creekwood:

(a) All Lot setbacks shall be approved in writing by the Declarant. The minimum setbacks for a Single-Family Residence shall be: (i) forty (40) feet from any abutting street right-of-way; (ii) thirty (30) feet from any rear yard, and (iii) fifteen (15) feet from any side yard; provided, however the Declarant hereby reserves the right in Declarant's sole discretion to approve a reduction in the side yard requirement from fifteen (15) feet to not less than twelve and one-half (12.5) feet upon written application by the Owner to the Declarant (in conjunction with the building plans submittal) requesting a side yard reduction. Such reduction in the side yard will not adversely impact any adjoining Lot, and the integrity and aesthetics of Creekwood Highlands will be maintained. In addition, any corner Lots are required to maintain a forty (40) foot set back from both street rights-of-way; provided, however, upon written approval of the Declarant (in its sole discretion) the street yard set backs for a corner Lot may be decreased to a minimum set back of twenty-five (25) feet. If any Owner desires to rotate its proposed Single-Family Residence to face toward the corner of a Lot, the Declarant reserves the right to determine the street yard setbacks that the Declarant believes to be the most beneficial to the overall appearance of the Subdivision. A setback of twenty-five (25) feet may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons that the twenty-five (25) foot setback is necessary.

(b) All driveways on any Lot shall have a minimum of a three (3) foot side yard setback from any side Lot line, unless otherwise approved in writing by the Declarant (in its sole discretion).

(c) Any Lot that contains wetlands, as delineated on the Fourth Addition Plat, shall be subject to a requirement that the Owner of such Lot maintain a twenty-five (25) foot natural and unmowed buffer on such Owner's Lot along and from the edge of such delineated wetland pursuant to current specifications set by Wisconsin Department of Natural Resources (the "DNR"), as the same may be amended from time to time ("Wetland Buffer"), and the following restrictions for wetland areas as set forth on the Fourth Addition Plat ("Wetland Restrictions"):

1. Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. shall be prohibited with the exception of the removal of dead, diseased, or dying vegetation at the discretion of the landowner.

4. The introduction of plant material not indigenous to the existing environment of the conservancy/wetland preservation area shall be prohibited.

5. Construction of buildings in the wetland preservation area shall be prohibited.

Any Lot Owner failing to comply with the Wetland Buffer or Wetland Restrictions requirement may be subject to penalties and fines as determined by the DNR. In addition, all Owners shall be subject to and shall comply with the wetland restrictions set forth on the Fourth Addition Plat.

(d) Lots 163 through 165 and Lot 168 shall be subject to a "natural buffer area" requirement in which the Owner of such Lot shall maintain a minimum of a twenty-five (25) foot natural and unowed buffer area of such Owner's Lot as shown on the Fourth Addition Plat ("Natural Buffer Area"). Lots 163 and 164 shall also be subject to a "natural state area" requirement in which the Owner of such Lot shall leave those areas in a natural state ("Natural State Area") as shown on the Fourth Addition Plat. Any owner failing to comply with the Natural Buffer Area or Natural State Area requirement may be subject to penalties and fines as determined by the DNR.

(e) All Lots in Fourth Addition to Creekwood Highlands shall also be subject to any and all restrictions contained on the Fourth Addition Plat.

(f) All garages shall be attached to the Single-Family Residence, directly or by enclosed breezeway, or built into the basement of the Single-Family Residence, and all garages shall be constructed at the same time the Single-Family Residence is constructed. Although garage entrances shall be side entry garages, front entry garages may be allowed at the sole discretion of the Developer in cases where the Declarant determines due to aesthetics, size of lot, lot frontage, topography, or other reasons a front garage is appropriate. The Declarant shall have the final determination of architectural design, including garage entrances. Notwithstanding the foregoing, in all cases the Declarant in its sole discretion shall have the right to determine the location of the garage entrance. All driveways shall be paved (either with asphalt, cement or brick).

(g) A single story Single-Family Residence shall have an appropriate pitch of eight feet in height for each twelve feet in length (8/12), except for special circumstances as determined in the sole discretion of the Declarant. All other roof areas, including a story and one-half, two story, split level, and tri-level Single-Family Residences shall have an appropriate pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on story and one-half Single-Family Residences and other special circumstances (in the sole discretion of Declarant for the architectural aesthetics of the building) if the same are approved in writing by the Declarant, and all roof areas shall be covered uniformly with wood shakes, dimensional fiberglass, or asphalt shingles, tile, or other roofing material; provided, however, the Declarant shall have the right to approve other roofing materials if they are of comparable or superior

002854 OCT 20 8

quality and are better suited to the approved building design of the Single-Family Residence.

(b) All elevation windows on Single-Family Residences including front, side, and rear must be trimmed out using casing or any other trim approved in writing by the Declarant.

4. **Street Tree Plantings.** The Village of Menomonee Falls has required all of the Owners of Lots in the Fourth Addition to Creekwood Highlands to plant certain shade trees (of a type approved by the Village of Menomonee Falls) on the Lots parallel to and approximately five (5) feet into the Lots from the street right-of-way line. Pursuant to the current Village of Menomonee Falls ordinances, such shade trees shall be planted at an interval of at least one (1) tree per 40 linear feet of street right-of-way frontage or fraction thereof along both sides of the street right-of-way. The minimum size of such trees at planting shall approximately two and one-half to three inch (2.5-3") calipers or larger. Subject to the Tree Guarantee Period (as defined below), each Owner, at its cost and expense, shall be responsible to install and maintain such plantings located on its respective Lot.

The Declarant shall guarantee the trees for a period of one year from the date each tree is planted ("Tree Guarantee Period"). During the Tree Guarantee Period, the Declarant shall be responsible for the care and maintenance of the trees. This responsibility includes, but is not limited to, replacement, trimming and pruning.

At the end of the Tree Guarantee Period, the obligation to maintain and replace the trees shall be the responsibility of the property owner for trees planted on private property, and the Association for trees located on any area in the Subdivision that is the responsibility of the Association. Declarant or Association reserves the right to replace the landscaping and charge and/or file a lien against the Lot owner for all costs incurred to replant the landscaping if trees are not maintained.

6. **Landscape planting and landscape maintenance easement, and restriction.** The Declarant reserves the right to install berms and landscape screening over, across, on, about, and along the rear property line of Lots 146-162, which abut the commercial property. The Lot Owners of such Lots 146-162 are restricted and prohibited from altering or modifying the berms and landscaping screening and are required to maintain at their own cost the berms and landscape screening installed on and about their own rear property line but may plant additional plantings in this area. If any Lot Owner of any such Lot fails to properly maintain or removes, modifies, or alters any portion of the berms or landscape screening affecting their Lot, upon first providing not less than a ten (10) day prior notice, the Association has the right, but not the obligation, to install, maintain, or repair the berms and landscape area, and the Association may chargeback the cost of such work to the Lot Owner plus a five percent (5%) administrative fee. The Declarant reserves and establishes for itself, and the Declarant grants and conveys an easement to the Association, a perpetual easement over, across, and through Lots 146-162 to exercise the installation, maintenance, and repair rights hereunder. Said easement shall run with the land.

7. **Fence Easement and Maintenance.** The Declarant reserves and establishes for itself, and Declarant grants and conveys to the Association, an exclusive, perpetual easement over, through, across, on, and along the rear of Lots 146-162 that abut the commercial property to install a fence thereon ("Fence") together with the right to enter upon Lots 146-162 at reasonable times to access the fence for installation, repair, and maintenance purposes ("Fence Easement"). The Fence Easement shall run with the land. The fence shall remain in place and shall not be modified, altered, or relocated. The Association shall repair and maintain the fence, at its cost and expense. The Fence shall not be used for any purpose or activity, including, but not limited to, recreational activities, except as otherwise expressly set forth herein. Except during the course of the installation, repair, or maintenance activities undertaken by the Declarant or the Association, climbing or walking on the Fence, hanging from the Fence, or any similar or related activities are strictly prohibited, and the Owners of Lots 146-162 and all other Lot Owners hereby release and shall indemnify and hold the Declarant and the Association harmless from and against any claims or liabilities relating to the Fence, including, but not limited to, wrongful death, bodily injury, or damage to property, and also including the Declarant's and the Association's reasonable attorneys' fees and costs.

8. **Common Areas.**

(a) The storm water detention easement area located on Parcel 104 of the Second Addition Plat, in the locations more particularly shown on the Second Addition Plat, is "Common Area" as defined in the Declaration, and the storm water detention pond located thereon is maintained by the Association as provided in the Declaration. In addition, the Owners acknowledge that the Declarant has (i) granted an easement to the Village of Menomonee Falls to utilize the storm water detention ponds located on Outlot 4 and as may be partially located on Parcel 104 all as provided and depicted on the Second Addition Plat ("Detention Ponds"), (ii) reserves the right to grant additional easements to the owners of adjacent properties to utilize the Detention Ponds, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds, and (iii) reserves the right to receive easements from the owners of adjacent properties to utilize any storm water detention ponds located on adjacent properties, and such easements may include provisions for sharing the cost of the maintenance, repair, and upkeep of the storm water detention ponds.

(b) The landscaping and other plantings located along or to be planted and installed in the area marked "Pedestrian Easement, Landscape, Landscape Planting and Landscape Maintenance Easement" shall be deemed to be "Common Areas" as defined in the Declaration (as contemplated in Article B, Section 2, Subsection C) and shall be maintained by the Association as provided in the Declaration and as may be required by the Village of Menomonee Falls.

002856 OCT 20 2003

IN WITNESS WHEREOF, the undersigned has executed this Seventh Amendment to Declaration of Restrictions this 17th day of October, 2003.

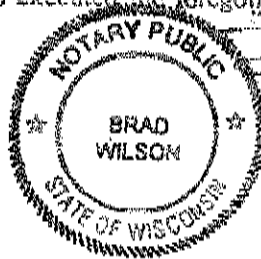
PILGRIM PARK LIMITED PARTNERSHIP, a
Wisconsin Limited partnership

By: FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., General Partner

By: [Signature]
William R. Arpe, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 17th day of October, 2003, the above-named William R. Arpe, the President, of Fiduciary Real Estate Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



[Signature]
Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires on: 1/14/2007

002857 OCT 20 8

EXHIBIT A

Legal Description of Creekwood Highlands

Creekwood Highlands, being a subdivision of part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NW 1/4 of Section 34, Township 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

002858 OCT 20 21

EXHIBIT B

Legal Description of Creekwood Highlands Addition No. 1

Creekwood Highlands Addition No. 1, being a subdivision of part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

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EXHIBIT C

Legal Description of Creekwood Highlands Addition No. 2

Creekwood Highlands Addition No. 2, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

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EXHIBIT D

Legal Description of Creekwood Highlands Addition No. 3

Creekwood Highlands Addition No. 3, being a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonie Falls, Waukesha County, Wisconsin.

002861 OCT 20 8

EXHIBIT E

Legal Description of Creekwood Highlands Addition No. 4

Creekwood Highlands Add'n No. 4

**Parcel 2, Certified Survey Map No. 9357, being part of the Northwest ¼ of the Northeast
¼ of Section 33, Town 8 North, Range 20 East in the Village of Menomonee Falls,
Waukesha County, Wisconsin**

002862 OCT 20 2

EXHIBIT F

Plat of Creekwood Highlands Addition No. 4

THE UNIVERSITY OF CHICAGO PRESS
54 EAST LAKE STREET, CHICAGO, ILL. 60607
TEL. (312) 837-3000
FAX (312) 837-3000
WWW.CHICAGO.PRESS.EDU

4-7226 7-2017

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5. 1994年12月15日，在《人民日报》发表署名文章《论社会主义市场经济体制下的企业改革》，指出：“在社会主义市场经济体制下，企业是自主经营、自负盈亏、自我发展、自我约束的法人实体和市场竞争主体。企业必须成为真正的市场主体，才能搞活整个经济。”

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THE UNIVERSITY OF CHICAGO

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from J.M.H., 164 Hill St and Elm St, and 21
St. John, N.Y. City Planning Agency

London 28 Dec 1960

Daily News

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And, says the University of Toronto's Robert J. Stein, "the fact that the economy is still growing at a rapid pace is a very good sign for the future." But he adds that the economy is still in a "very fragile state" and that the government must continue to monitor the situation closely.

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CREEKWOOD HIGHLANDS ADD'N. NO. 4

Subdivision of Creekwood Highlands Addition No. 4, as shown on the plat of the same, filed for record in the office of the County Clerk of the County of St. Louis, Missouri, on the 10th day of October, 1964, and as the same appears on the plat of the same, filed for record in the office of the County Clerk of the County of St. Louis, Missouri, on the 10th day of October, 1964.

SUBDIVISION OF CREEKWOOD HIGHLANDS ADD'N. NO. 4

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County of St. Louis

City of St. Louis

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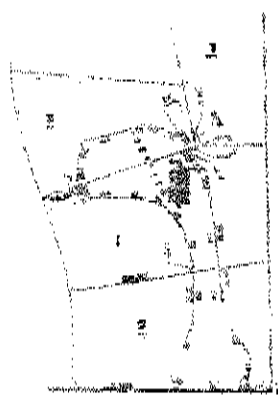
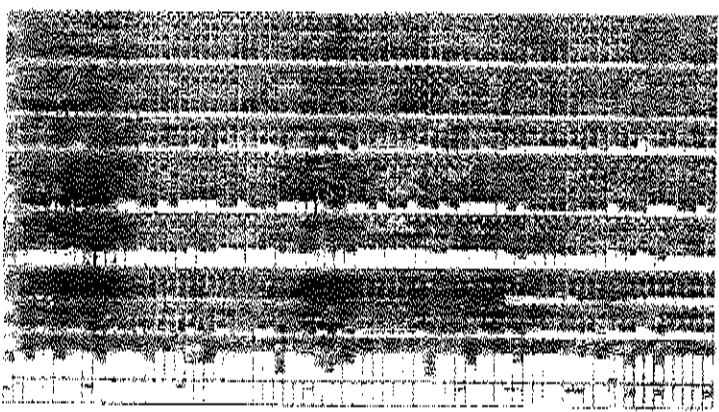
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COMMITTEE OF CREEKWOOD HIGHLANDS ADD'N. NO. 4

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DECLARATION OF RESTRICTIONS

Document Number

Document Title

2424559

REGISTER'S OFFICE
WALKESSA COUNTY, WI
RECORDED ON

02-26-1999 2:19 PM

MICHAEL J. HASSLINDER
REGISTER OF DEEDS

REC. FEE: 36.00

REC. FEE-CO: 4.00

REC. FEE-ST: 2.00

TRAN. FEE:

TRAN. FEE-STATE:

PAGES: 27

ML2850411

Recording Area

Name and Return Address

FIDUCIARY REAL ESTATE
DEVELOPMENT, INC.

225 E. MASON STREET
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

62/27

This information must be completed by submitter: document title, name & return address, and PIN if required. Other information such as the granting clause, legal description, etc. may be placed on the first page of the document or may be placed on additional pages of the document. Page one of this cover page will be one page in your document and \$2.00 is the recording fee. Wisconsin Statutes, § 86.317. (RSD) 1/2001

REL285071E0412

**DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD HIGHLANDS AT MENOMONEE FALLS**

KNOW ALL PERSONS BY THESE PRESENTS; that Pilgrim Park Limited Partnership is a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at 725 E. Mason Street, Milwaukee, Wisconsin (herein referred to as the "Declarant," which term shall also include any duly authorized agent of the Declarant, including, but not limited to, the Developer, as defined below). The Declarant is the owner of certain real estate located in the Village of Menomonee Falls, Waukesha County, State of Wisconsin, as more particularly described on Exhibit A attached hereto, and hereafter referred to as "Creekwood Highlands". The Declarant desires to develop Creekwood Highlands as a planned residential development and the Declarant has hired Fiduciary Real Estate Development, Inc. (hereafter the "Developer") as the developer of Creekwood Highlands for the purpose of developing Creekwood Highlands as a planned residential development with the potential for single-family, two-family, and multi-family dwellings. As provided herein, the Declarant and the Developer desire and intend to establish a general plan for the use, occupancy and enjoyment of Creekwood Highlands, and therefore do hereby declare for the mutual benefit of present and future owners of lots or other lands in Creekwood Highlands (the "Owners"), including, but not limited to, any future stages of development added to Creekwood Highlands as provided in Article C herein, that Creekwood Highlands shall be and hereby is subject to the following restrictions, declarations and covenants:

ARTICLE A

BUILDING AND USE RESTRICTIONS.

1. Creekwood Highlands is zoned as Planned Residential District (PRD) by the Village of Menomonie Falls. Single-family dwellings, two-family dwellings or multi-family dwellings are permitted in a PRD; however, two-family or multi-family dwellings are only permitted on lots or areas designated by the Declarant. The Declarant reserves the right to amend or eliminate the lot lines shown on Exhibit C within the boundaries of the multi-family designation with approval of the Village of Menomonie Falls. The Declarant also reserves the right to add additional multi-family areas in accordance with Article C of the Declaration of Restrictions. For the purposes hereof, the term "Lot" shall mean any Single-Family Residence Lot or Multi-Family Lot in Creekwood Highlands. The term "Unit" shall mean any Multi-Family Unit within Creekwood Highlands.

2. All Single-Family Residence Lots in Creekwood Highlands as designated by the Declarant are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "Single-Family Residence"). Such Single-Family Residences shall be limited to one story Single-Family Residences, story and one-half Single-Family Residences, two story Single-Family Residences, tri-level Single-Family Residences or split level Single-Family Residences. Each Single Family Residence shall have an attached garage which shall be of sufficient size to accommodate a minimum of two cars. Single-Family Residence Lots are identified on Exhibit C attached hereto.

3. All two-family and multi-family residential buildings in Creekwood Highlands are hereby restricted to the areas designated by the Declarant and such areas are identified on Exhibit C attached hereto (hereafter referred to as "Multi-Family Residences"). The Declarant reserves the right to amend or eliminate the lot lines shown on Exhibit C within the boundaries of the multi-

family designation. The Declarant also reserves the right to designate the Multi-Family Lots as Single-Family Lots at its discretion. The Declarant also reserves the right to add additional multi-family areas in accordance with Article C of the Declaration of Restrictions. All building plans, surveys, and landscaping plans for Multi-Family Residences in Creekwood Highlands must receive the written approval of the Architectural Control Board of Menomonone Falls as well as the written approval of the Declarant.

4. In order to maintain the integrity and aesthetics of Creekwood Highlands, all building plans for any Single-Family Residences or Multi-Family Residences or other permitted improvements, including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stake out surveys showing erosion control measures shall be submitted to the Declarant and the Declarant shall have approved the same in writing prior to an Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, in ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Creekwood Highlands are subject to the prior written approval of the Declarant. The Declarant's approval of building design, square footage requirements, building location, and any other restriction influencing the integrity and aesthetics of Creekwood Highlands shall be based upon the building and use restrictions contained in this Article A and such guidelines as may be adopted from time-to-time by the Declarant, at Declarant's reasonable discretion. The Declarant shall have the right to withhold exterior design, exterior material, and square footage requirements approval if the design and square footage requirements are too similar in appearance or does not aesthetically

conform with the other buildings in close proximity. It being the intent of the Declarant to maintain diversity in appearance and quality of design in Creekwood Highlands.

5. In order to maintain the integrity and aesthetics of Creekwood Highlands, all building plans for any Multi-Family Residences or other permitted improvements, including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stake out surveys showing erosion control measures are subject to the written approval of the Architectural Control Board of Menomonee Falls (or its agents or contractors) in addition to the Declarant before the Owner can submit an application for a building permit. In addition, landscape plans are subject to the prior written approval of the Architectural Control Board of Menomonee Falls and of the Declarant.

6. The following minimum sizes for a Single-Family Residence in Creekwood Highlands shall be based solely on living area within the Single-Family Residence. For the purpose of computing the square footage of living area within a Single-Family Residence, the basement level or garage area of a Single-Family Residence shall not be included in the square footage. The Declarant, in all instances, shall have the final determination in determining the minimum square footage required for a Single-Family Residence to be built upon a Lot provided that these minimums are not less than the R-3 zoning requirements of the Village. The Declarant, in all instances, shall have the final determination as to the classification of the Single-Family Residence for the purpose of determining the minimum square footage (i.e. single story, two story, tri-level or split level). See Article A Item #10 for the restrictions on lots with a frontage less than 110 feet. All Single-Family Residences in Creekwood Highlands shall have the following minimum living areas:

A. A single story Single-Family Residence shall have a minimum of 2,600 square feet of living area on the first floor of the Single-Family Residence. Unless the square footage of a single story Single-Family Residence is a minimum of 2,400 square feet, all attached garages shall be side entry.

B. A story and one-half Single-Family Residence shall have a minimum of 2,400 square feet of living area, with a minimum of 2,000 square feet of living area on the first floor of the Single-Family Residence. Unless the square footage of a story and one-half Single-Family Residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

C. A two story Single-Family Residence shall have a combined minimum of 2,400 square feet of living area on the first and second floors of the Single-Family Residence. Unless the square footage of a two story Single-Family Residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

D. A split level Single-Family Residence shall have a combined minimum of 2,400 square feet of living area on the first and second floors of the Single-Family Residence. Unless the square footage of a split level Single-Family Residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

E. A tri-level Single-Family Residence shall have a combined minimum of 2,400 square feet of living area on the three floors of the Single-Family Residence. Unless the square footage of a tri-level Single-Family Residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

7. The minimum sizes for a Multi-Family Residence in Creekwood Highlands shall not be less than the R-6 zoning requirements of the Village. Each plan will be reviewed separately to

determine the required square footage. In order to maintain the integrity and aesthetics of Creekwood Highlands, the Declarant, in all instances, shall have the final determination as to the square footage required in a Multi-Family Residence.

8. The exterior wall of a Single-Family Residence and attached garage or Multi Family Residence must be constructed of structural or thin-cut face brick, stucco, dryvit, stone, wood, Hardiplank® Cedarmill, Hardiplank® Colonial Roughsawn or other natural materials. Any exterior product that is similar to any of the accepted exterior materials in the preceding list will be reviewed separately by the Declarant to be approved at its discretion; however, the Declarant must approve in writing the exterior material in a letter that is separate from the architectural plan approval. The Declarant may, at its discretion, approve in writing the use of manufactured siding materials such as pressed board, masonite, plywood, vinyl, Hardipanel®, aluminum or steel on designated portions of the home where deemed appropriate. Stucco board is acceptable if no seams are exposed on certain areas of the home but the materials must be approved by the Declarant in writing.

9. Declarant may require brick lines or brick accents on the Single-Family Residence or Multi-Family Residences as an exterior material at the sole discretion of the Declarant.

10. Front and side elevation windows on Single-Family Residences and Multi Family Residences must be trimmed out using casing, shutters or any other trim approved in writing by the Declarant.

11. All roof areas shall have an appropriate pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on story and one-half Single-Family Residences and other special circumstances if the same are approved in writing by the Declarant, and all roof areas shall be covered with wood shakes, fiberglass or asphalt shingles, or other roofing material; provided,

however, the Declarant shall have the right to approve other roofing materials if they are of comparable or superior quality and are better suited to the approved building design of the Single-Family Residence or Multi-Family Residence. All Multi-Family Residences' exterior building materials and roof pitches must be approved in writing by the Declarant and are subject to the approval of the Architectural Control Board of Menomonee Falls.

12. All garages shall be attached to the Single-Family Residence, directly or by breezeway, or built into the basement of the Single-Family Residence, and all garages shall be constructed at the same time the Single-Family Residence is constructed. Although garage entrances shall be permitted, in accordance with Item 6A-E of this Article, toward the front of a residence, side entry garages are strongly recommended, and owners are encouraged to construct garage entrances on the side of the residence. The Declarant shall have the final determination of architectural design, including garage entrances. On Lots that have a frontage less than 110 feet, the Declarant may, at its sole discretion, determine the garage location and entrance to the house. Notwithstanding the foregoing, in all cases the Declarant shall have the right to determine the location of the garage entrance. All driveways shall be paved (either with asphalt, cement or brick). Attached garages on Multi-Family Residences are strongly encouraged and are subject to written approval of the Declarant and the approval of the Architectural Control Board of Menomonee Falls. The Declarant shall have the final determination of the architectural design including garage entrances.

13. All setbacks shall be approved by the Declarant. The minimum setback for a Single-Family Residence from any abutting street right-of-way on Lots 1 to 48 shall be 30 feet, the minimum side yard setback on Lots 1 to 48 shall be 15 feet, and the minimum rear yard setback on Lots 1 to 48 shall be 30 feet. Driveways shall be permitted within the minimum 15 foot side yard setback in

accordance with the requirements of the Village of Menomonee Falls. Multi-Family Residences' building setbacks must be approved by the Architectural Control Board of Menomonee Falls and the Declarant.

14. During construction of a Single-Family Residence or Multi-Family Residence or any other permitted improvements, all Owners, and all contractors and subcontractors, shall comply with the erosion control plan requirements required by the Village. These requirements are set forth in the attached Exhibit B. Note that Exhibit B states that you must sod, seed and/or mulch the Lot within 60 days after the occupancy permit is issued.

15. Any Single-Family Residence or Multi-Family Residence, attached garage, landscaping and/or paved driveway shall be completed within 18 months from the start of construction. Declarant or Homeowner Association can complete the landscaping and driveway after the 18 month time period and charge and/or file a lien against the Lot owner for all costs incurred to complete the work.

16. All Lots shall be graded immediately upon completion of construction of a Single-Family Residence or a Multi-Family Residence, and the grade shall thereafter be maintained to strictly comply with the comprehensive grading plan and erosion control standards for Creekwood Highlands approved by the Village of Menomonee Falls. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Lots.

17. No soil shall be removed from any lot in the Subdivision without the prior consent of the Declarant or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Declarant. If the Declarant, after notification from the lot owner, fails or neglects within forty-eight (48) hours to notify the Lot Owner of the place to which excess soil

is to be delivered, the Owner may dispose of said fill at the Owner's own discretion. Failure to comply with this paragraph shall render the Lot Owners liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

18. At the time of construction of a Single-Family Residence or Multi-Family Residence, the Owner of such Single-Family or Multi-Family Residence shall install, at the Owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by the Declarant), with an unswitched photo-electric cell, at a location on the Lot deemed appropriate to the subdivision, at the Declarant's discretion. The lamppost shall be maintained by the Owner, at the Owner's expense, in a proper operating manner. If the Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after written notice to the Owner, be performed by the Declarant and the cost of such maintenance shall be a Special Assessment against the Owner, payable according to the terms and conditions contained in Article B hereof.

19. The Owners of the Lots in Creekwood Highlands shall, at the time such Lots are landscaped pursuant to the requirements of the Declaration, plant two (2) trees (with a minimum two inch (2") trunk diameter at grade) along the front lot line of such Lots in such locations as are specified by the Declarant on the stakeout survey that must be approved prior to construction. Each Multi-Family Unit is required to plant two street trees. If not installed within 18 months of the initial building permit, the Declarant or the Homeowner Association can install the street trees and charge and/or file a lien for all costs incurred to purchase and plant the street trees.

20. The design (including materials) and location of each mailbox/newspaper box shall be subject to the approval of the Declarant, in Declarant's discretion.

21. Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Developer and be approved in writing before they may be constructed or planted. Fence approvals are at the Declarant's discretion and will depend on such items as landscaping screening, functionality, location, and/or materials. No fences erected on any Lot affected by these declarations shall be higher than six (6) feet from the graded surface of the ground on which said fence is erected. No perimeter Lot fencing shall be permitted. In the event the fence restrictions and ordinances of the Village of Menomonee Falls are more restrictive from time to time than the restrictions contained herein, the Village of Menomonee Falls restrictions and ordinances shall control and supersede the terms and conditions contained herein.

22. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in a garage.

23. There shall be no out-buildings, above ground swimming pools, tennis courts or satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antennas or permitted satellite dish shall be visible from any roadway or neighboring Lot.

24. No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Single-Family Residence, Multi-Family Residence, or any other permitted improvements) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition.

or that will be obnoxious or offensive to the eye in the opinion of the Declarant. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property.

25. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

26. No exterior detached dog kennel or house detached from the main structure shall be constructed or maintained on any Lot. No Lot Owners shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the Village of Menomonie Falls ordinances covering such pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes shall be prohibited under any circumstances.

27. The storm water retention pond located on Outlot 2 (as shown on the Plat of Creekwood Highlands) has been created and was required by the Village of Menomonie Falls to assist in the removal and detention of storm water from Creekwood Highlands. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any persons entering into or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a Lot in Creekwood Highlands, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Declarant, the Developer, the Creekwood Highlands of Menomonie Falls Homeowners Association, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors,

assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, the Creekwood Highlands of Menomonee Falls Homeowners Association, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

28. The Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant for all costs and expenses, including attorneys' fees, incurred by the Declarant in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's Lot without first obtaining the prior written approval of the Declarant shall, at the Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owners' expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

29. The Owners, by the purchase of their Lots, agree that the Declarant shall not be held liable for any good faith decision or decisions made by the Declarant in enforcing the terms, conditions and restriction contained herein and in preserving the integrity and the natural beauty of the Creekwood Highlands.

30. At such time the Declarant determines, in its discretion, the Declarant shall delegate or assign the authority and responsibilities of the Declarant contained herein to the Creekwood Highlands of Menomonee Falls Homeowners Association established according to Article B herein.

ARTICLE B

CREEKWOOD HIGHLANDS OF MENOMONEE FALLS HOMEOWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Creekwood Highlands (and all future stages of development as provided in Article C herein), is hereby created for purposes of: (a) managing and controlling the common affairs of Creekwood Highlands, (b) owning, managing, controlling and maintaining any Common Areas in Creekwood Highlands (as defined below), and, (c) performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Creekwood Highlands of Menomonee Falls Homeowners Association."

2. The term "Common Areas" shall include the following areas of Creekwood Highlands, and any areas designated as Common Areas in any future stages of development of Creekwood Highlands added to this Declaration in accordance with Article C (hereafter referred to as "Future Stages of Development"):

A. All outlots, conservancy areas and common areas of Creekwood Highlands, as shown on the Plat of Creekwood Highlands, now or hereafter owned by the Declarant and or the Association.

B. Any area of easements granted to the Association by Declarant as indicated on the final Plat of Creekwood Highlands over portions of the lands subject to this Declaration or all future stages of development as provided in Section C herein.

C. The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to or included with the lands subject to this Declaration.

All Common Areas and related facilities shall be used for the common benefit of the Owners of Lots in Creekwood Highlands. Such Common areas shall not be used for recreational or other activities by any Lot Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Association. The Developer shall have the right to erect signs in the outlots and common areas to promote the sale of lots in the subdivision. Any signs, monuments, structures or other common facilities constructed by the Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by the Declarant or the Association (as the case may be) so as to be neat and attractive in appearance. The Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). The Association shall maintain all storm water drainage facilities (retention ponds) so as to ensure that they function properly. The obligation to maintain the storm water retention ponds includes, but is not limited to, the obligation to clean and dredge such facilities as necessary. Any plantings or signs placed in Creekwood Highlands by the Declarant or the Association at any of the entry locations to the subdivision shall also be considered Common Areas, and shall be cared for and maintained in the same manner as described above. Any portion of the Common Area within the

public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee will be appointed by the Declarant.

4. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer, agent or representative of an Owner.

5. The term of office of the initial members of the Committee (which have been appointed by the Declarant) shall commence upon the date of recording of this Declaration and shall continue until two calendar years after the year in which Declarant no longer owns seventy-five (75%) of the Lots then subject to this Declaration (provided, however, in the event the Declarant, during such two (2) year period, adds Future Stages of Development to this Declaration pursuant to Article C herein which results in Declarant again owning twenty-five percent (25%) or more of the Lots subject to the Declaration, then the initial term of the Committee shall continue in full force and effect until two (2) years after such time as Declarant no longer owns seventy-five percent (75%) of the Lots then subject to this Declaration). During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Committee. Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time or times during such initial term.

6. Subject to the rights of Declarant as provided in Article B, Section 5 above, each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the

Committee. The Owners of a Lot (whether the Lot is owned singularly or collectively) shall have one (1) vote in the affairs of the Association for each Lot owned.

7. After the initial term as provided in Article B, Section 5 above, the term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by special election of the Association.

8. All meetings of the Committee shall be open to all Owners, and shall be held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote of the members. The Committee shall call a meeting of all of the Owners of the Association no less than one (1) time per calendar year.

9. The Committee shall have the following duties:

- A. To provide for the maintenance of improvements in the Common Area;
- B. To establish dates and procedures for the election of members to the Committee;
- C. To promulgate operating procedures for the conduct of the Association's and the Committee's affairs;
- D. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and
- E. Establish an Architectural Review Board (as hereinafter defined) if so delegated by the Declarant pursuant to Article A, Section 30 herein. Declarant has the right to retain this power infinitely. Such Architectural Review Board shall consist of three (3)

persons appointed by the Committee. No Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Review Board. Upon the delegation of the Declarant's authority under this Declaration to the Architectural Review Board, the Architectural Review Board shall have all of the rights and obligations of the Declarant pursuant to Article A herein.

10. The Committee shall have the following powers:

A. To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

B. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;

C. To levy and collect assessments in accordance with the provisions of Section 11, Paragraph B of this Article B; and

D. To do any thing or take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

11. The Committee shall levy and collect assessments in accordance with the following:

A. The Owner of each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots and Units subject to this Declaration (including Future Stages of Development) at the

time of the assessment. The Owner of each Unit (referring to Multi family) shall be subject to a general annual charge or assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a Unit shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots and Units subject to this Declaration (including Future Stages of Development) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Owner's Lot in accordance with the reasonable standard of the subdivision; install the seeding, sodding, and/or mulching of the Lots; maintain the lamp post required under Article A, Section 14 herein; install street trees and landscaping required under Article A, Section 15 herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. Herein General Assessments and Special Assessment are sometimes collectively referred to as "Assessments."

B. Declarant shall not be required to pay any assessment on any Lots owned by the Declarant.

C. Assessments shall be approved at a duly convened meeting of the Committee;

D. Written notice of an Assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner;

E. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

F. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the Lot against which the Assessment was made.

G. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall be borne by the affected Owner.

H. Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee, and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party

relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

I. Any lien for Assessments may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

12. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Developer. After the initial term, the Committee shall not have the power to make Additional Improvements having a cost in excess of One Thousand Dollars (\$1,000.00) without the consent of ninety percent (90%) of the then current Owners.

13. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

14. Failure of the Association or the Committee to enforce any terms, conditions or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the right to do so, or an acquiescence in any subsequent violation.

ARTICLE C

FUTURE STAGES OF DEVELOPMENT OF CREEKWOOD HIGHLANDS

The Developer, its successors and assigns shall have the right, after the effective date hereof, to add Future Stages of the Development to the real estate subject to this Declaration, provided such Future Stages of Development are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The Future Stages of Development authorized under this Article C shall be added by recording a Supplemental Declaration of Restrictions with respect to such Future Stages of Development which shall extend the provisions of this Declaration to such Future Stages of Development, and shall indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Lots and adding to the Common Areas, and all amendments and modifications incidental thereto, such Supplemental Declarations shall not otherwise revoke, modify, amend or add to the covenants established by this Declaration or any prior Supplemental Declaration.

ARTICLE D

AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least seventy five percent (75%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Village, and (ii) the Developer so long as it shall be a Lot Owner. This Declaration and all

amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE E

ROADS

Certain roads in Creekwood Highlands and Future Stages of Development terminate or may terminate at the then current boundaries of the subdivision. Owners are hereby put on notice that said roads (or any other roads which may be located over outlots owned by the Developer) may be connected with or extended to other roads in Future Stages of Development or in lands owned by others if such extension or connection is approved by the Village, Waukesha County or other public entities having jurisdiction. No Owner shall have the right to object to any such road extension or connection, nor shall any Owner have the right to claim that it has incurred a loss or damage as a result thereof.

ARTICLE F

TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least seventy-five percent (75%) of all Lots and their mortgagees, is consented to by the Village of Menomonee Falls, and is thereafter recorded in the Office of the Register of Deeds of

ML28507-0434

Waukesha County. This Declaration shall be binding upon all Owners and any other person claiming under or through the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions this 16th day of February, 1998

PILOTIM PARK LIMITED PARTNERSHIP, a Wisconsin
limited partnership
By: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.,
General Partner

By: William R. Arpe
William R. Arpe, President

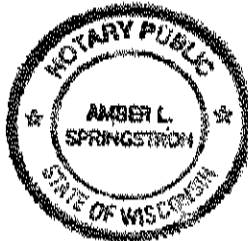
Attest: Donald S. Wilson
Donald S. Wilson, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 1998, the above-named William R. Arpe, President, and Donald S. Wilson, Secretary, of Fiduciary Real Estate Development, Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

Amber L. Springstrom

Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires on: 5-20-01



This Instrument Drafted by,
and Should be Returned to:

Brett K. Miller, Esq.
Davis & Knutson, S.C.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202-6613

ML2850HJ0435

EXHIBIT A

Legal Description of Creekwood Highlands

Fiduciary Real Estate Development, Inc. is the "Developer" of Creekwood Highlands, being a subdivision of part of the NE 1/4 of Section 34, Township 8 North, Range 20 East, in The Village of Menomonie Falls, Waubesa County, Wisconsin.

EXHIBIT B

Erosion Control Standards

To protect the retention ponds and the storm sewer system in Creekwood Highlands, the purchaser shall prevent soil erosion and sedimentation by:

1. Installing and maintaining a gravel entrance (6 inches of 2 to 3 inch aggregate, 7 feet wide and 50 feet long or the distance from the road to the construction area, whichever is less); requiring all vehicles to use that entrance;
2. At the end of each work day, cleaning up any soil tracked onto the road;
3. Locating all soil piles at least 25 feet from any downslope road, ditch or drainageway, immediately placing silt fence on the downslope side of all soil piles;
4. As soon as gutters are installed, placing extenders on all downspouts to route roof water to a stabilized area; continuing use of the extenders until vegetation is established; and
5. Sodding, seeding and/or mulching of the Lot within 60 days after the occupancy permit is issued; maintaining the sod or seed by watering and any necessary replanting. (For homes with occupancy permits issued between September 1 and April 30, the Lot shall be covered with mulch within 30 days after the occupancy permit is issued and the mulch shall be maintained until the Lot is sodded or seeded. For these Lots, sodding or seeding shall be completed by June 1).

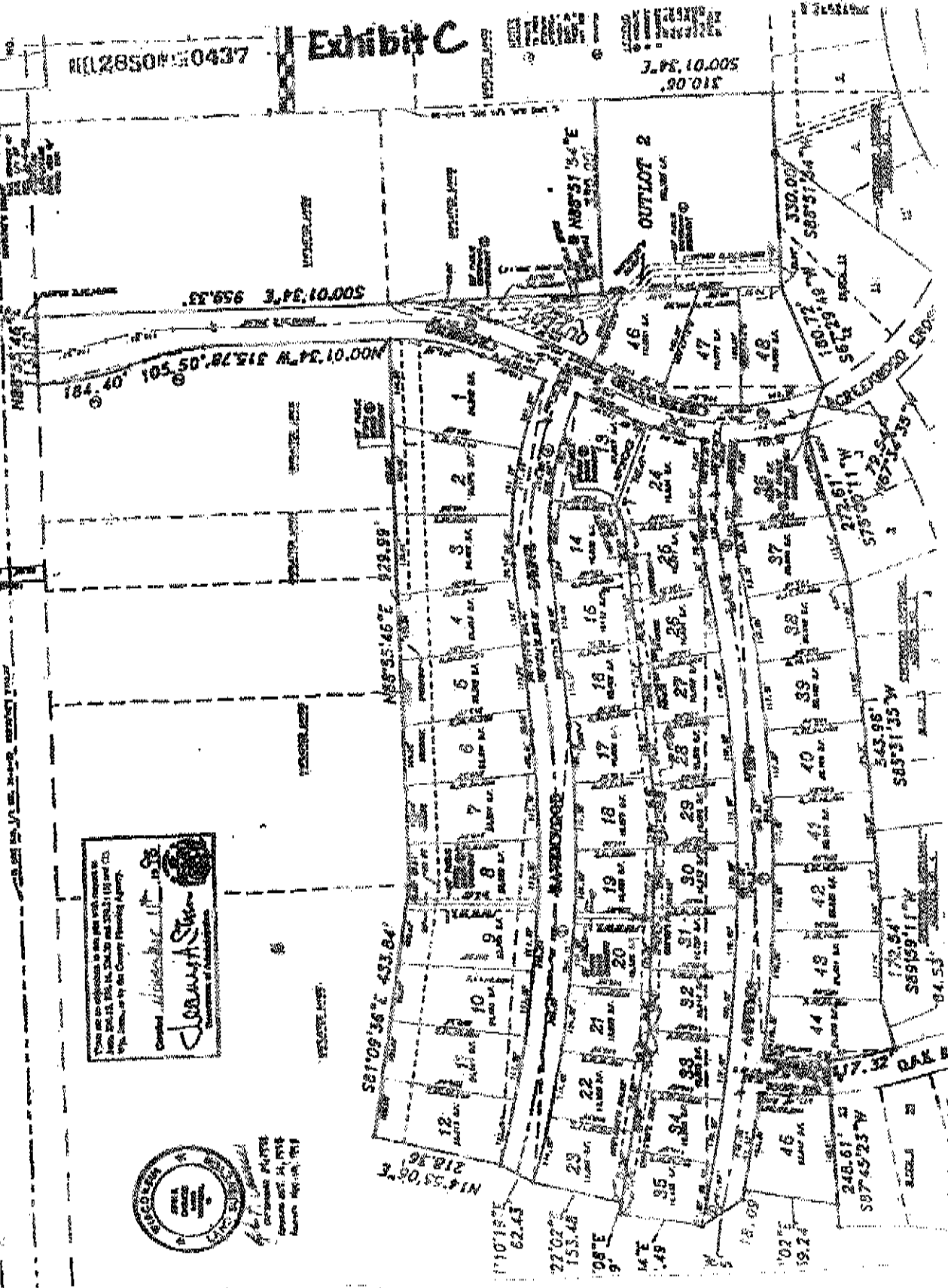
All erosion control measures shall be installed and maintained according to the best standards and specifications set forth in the Wisconsin Construction Site Best Management Practice Handbook, the Wisconsin Soil Conservation Service Field Technical Guide, or adopted by the Waukesha County Land Conservation Department.

REL 2850M 0437

Exhibit C

3.48, 10.005
.90' 018"

SILVER SPRING ROAD S.W. 1/4



Created December 17, 1998
Clearing Star
Surveying & Mapping
P.O. Box 1000
Silver Spring, MD 20910
Phone: 301.581.1000
Fax: 301.581.1001
Email: info@clearingstar.com



James H. Harris
Professional Surveyor
No. 12345
Expires 08/31/2005
Renewed 08/31/2005