Creekside Preserve, LLC.

Homeowners Association Documents

Pewaukee, WI

DECLARATION OF RESTRICTIONS FOR CREEKSIDE PRESERVE

KNOW ALL PERSONS BY THESE PRESENTS; that Creekside Preserve LLC, a Wisconsin Corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as *"Developer"* which term shall also include the duly authorized agent of Developer). Developer intends to develop the premises described as follows (herein referred to as "*Creekside Preserve*").

CREEKSIDE PRESERVE, being a subdivision of that part of the East 1/2 of Section 15, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin. "Developer", intending to establish a general plan for the use, occupancy and enjoyment of "Creekside Preserve" does hereby declare that, for the mutual benefit of present and future homeowners, "Creekside Preserve" shall be subject to the following restrictions:

1. **General Purposes** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to disallow, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of material and color schemes, to insure a quality residential development; to encourage and secure the construction of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in the Development.

2. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Creekside Preserve.

3. **Building Restrictions, Single-Family Lots** The following restrictions are applicable to all single-family lots:
    a. Only one, 1-story, 1½-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
    b. A single story residence shall have a minimum of 1700 square feet of total living area on the first floor.
    c. A story and one-half residence shall have a minimum of 2200 square feet of total living area, with a minimum of 1500 square feet of total living area on the first floor of the residence.
    d. A two-story residence shall have a combined minimum of 2200 square feet of total living area on the first and second floors of the residence.
    e. A split-level, bi-level or tri-level residence shall have a combined minimum of 2200 square feet of total living area on the upper two floors of the residence.
    f. Attached garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home.
    g. The exterior walls of the home and attached garage must be constructed of brick, stone, wood, or other high quality materials as deemed acceptable by Developer.
    h. The house, garage and paved driveways to the garage must be completed within one year after the date of issuance of lot owners building permit.
    i. The minimum setback from any abutting street right of way is 35 feet for all lots except for lots16 and 17 which have 45 foot front setbacks and lots 20, 21, 22, 23, 24, 46, 47, 48 and 50 which shall

have 50' front setbacks with side yard setbacks for all lots 10', except the southeast corner of lot 15, lots 16-21 and the south side of lot 22, are 14'. Rear yard setbacks shall be 25 feet, except for corner lots which are 10'. City of Pewaukee standards for rear yard setback on corner lots will prevail.

j. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the Developer.

k. In order to maintain harmony in appearance and to protect the owners of the lots in the Subdivision, no building, home, fence, sign, wall, swimming pool, children's play structures or other structure shall be erected, constructed or maintained upon any lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plot plan showing the exact location of such building, garage, decorative fence, decorative wall, or other structure, the elevation thereof and the grade of the lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by the Architectural Control Committee (A.C.C.) as appointed by the Developer. No above ground pools or garden sheds will be allowed in Creekside Preserve. The decision of the A.C.C. with respect to any such matter shall be final and binding upon all parties. The A.C.C. shall have the right to refuse to approve any such plan or specifications which, in the conclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such plans and specifications, the A.C.C. may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be construct on the proposed site; the harmony thereof with the surrounding buildings and the view from the adjacent property. All decisions of the A.C.C. on such matters shall be final. The A.C.C. shall have the right to waive minor infractions or deviations from these restrictions in case of matters of the best interest to the subdivision. **Each lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the City of Pewaukee *before* purchasing a lot in Creekside Preserve.**

l. Landscaping. Lots shall be landscaped and seeded or sodded within six months after completion of a dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a concrete drive. All drainage ways or swales shall be graded in conformance with the master grading plan and seeded or sodded within 30 days of completion of home construction. All landscaping must be of a conventional nature.

m. One outdoor electric post-mounted lamp with photoelectric controls and at the discretion of the Developer, one mailbox, must be installed on each lot in a location designed by the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The Homeowner must maintain the lamp in proper operating manner. If the lamp is not maintained, Creekside Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the assessment.

4. **Building Restrictions, Duplex Condominium Area** The following restrictions are applicable to the future duplex condominium units to be built on Outlot 3 in Creekside Preserve or future additions. "Unit" shall mean that portion of a two family building to be occupied by a single family.

   a. The placement, number of units, and all other material factors of the construction of residential buildings in the duplex area must be in compliance with the provisions of the Rd-2 zoning of the City of Pewaukee applicable now, or in the future, to such lots and other conditions as may be established by the City.

b. The minimum size of an individual unit shall be 1500 square feet in area (two units per building).
c. The minimum front yard setback is 40 feet, side yard setback is a minimum of 10 feet on both sides. Rear yard building setbacks are 30 feet.
d. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
e. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Developer.
f. Garage must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. Side entry garages are encourage and may be required by Developer.
g. The exterior walls of a duplex must be constructed of brick, stone, wood or other high quality materials as deemed acceptable by the Developer.
h. All building plans, the exterior design of each building and basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the A.C.C. in writing prior to construction, and prior to application for a building permit when one is required.
i. One outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the Developer, one mailbox must be installed on each duplex lot in a location designated by the Developer, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the owner of the unit or the condominium association, as applicable in a proper operating manner. If the lamp is not maintained, Creekside Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the building owner or condominium association payable within ten (10) days after the date of the assessment.

5. **Wetlands Preservation** A "Wetland" area is delineated in an outlot owned by the H.O.A. located to the rear of lots 16,17,18 and 19 in Creekside Preserve. The following restrictions apply to the wetland:

a. Grading and filling shall be prohibited.
b. The removal of topsoil or other earthen materials shall be prohibited.
c. 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 H.O.A. or Silva cultural thinning upon the recommendation of a forester or naturalist and the approval of the City of Pewaukee.
d. Grazing by domesticated animals, i.e., horses, cows, etc. shall not be permitted.
e. The introduction of plant materials not indigenous to the existing environment of the wetland preservation shall be prohibited.
f. Ponds/ Wetland areas are subject to rules established by the City of Pewaukee and if applicable, the Wisconsin Department of Natural Resources, and the Army Corp. of Engineers.
g. Construction of buildings within the wetland preservation areas is prohibited.

6. Signs No sign or banner of any kind may be placed or displayed to public view on any lot, except: 1) One sign not more than six square feet advertising the property for sale, and 2) One standard sign (showing the lot owner's name) as may be approved by the City Common Council for uniform use in terms of size, design, appearance and location for each lot in the Development and 3) Such signs as the Developer or the

City may approve for placement on those lots affected by the entry landscaping for the purpose of advertising Creekside Preserve Subdivision.

7. **Grading Plan** A master surface drainage and house grade plan has been prepared by the Developer designating the manner in which each lot shall drain in relation to all other lots in Creekside Preserve, and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Engineer in the City of Pewaukee. At the time of plan approval by the A.C.C., the grade elevation of said dwelling shall be obtained from the A.C.C. and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the A.C.C. and the City of Pewaukee. Within 30 days after completion of a dwelling on any lot in Creekside Preserve, the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan. The owner shall also be responsible to seed or sod all drainage ways or swales within the 30 day period.

8. **Homeowner's Association (H.O.A.)** An unincorporated association of both the owners of single family lots in Creekside Preserve and the duplex condominium units in Creekside Preserve is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Homeowner's Association will formally be titled *Creekside Preserve Homeowner's Association* and is referred to herein as *"The H.O.A."*. The membership of The H.O.A. will be comprised of the homeowners or the authorized agents of the homeowners of lots (vacant or improved) or condominium units as permitted by the City of Pewaukee (built or unbuilt). Members of The Association are referred to herein as the *"Homeowners"*.

9. **Management Committee** The H.O.A. will be governed by a management committee consisting of three members. This management committee is referred to herein as *"The Committee"*. The Committee will conduct and manage all of the responsibilities of the Association. The members of the Committee will be selected as follows:

    a. At any time that the Developer owns Fifty Percent (50%) or more of the lots or condominium units in the Development, including all future additions to the Development, all three of the Committee members will be appointed by the Developer.
    b. At any time that the Developer owns between Twenty and Fifty Percent (20%-50%) of the lots or condominium units in the Development, including all future additions to the Development, two members of the Committee will be appointed by the Developer and one member will be chosen according to the procedure stated below.
    c. At any time that the Developer owns between Five and Twenty Percent (5%-20%) of the lots or condominium units in the Development including all future additions to the Development one member of the Committee will be appointed by the Developer and two members will be chosen according to the procedure stated below.
    d. At any time that the Developer owns fewer than Five Percent (5%) of the lots or condominium units in the Development, including all future additions to the Development all three members of the Committee will be chosen according to the procedure stated below.

10. **Election of Committee Members**

a. The initial members of the Committee will be John C. Bergman, Brandon V. Bergman and William W. Carity. The initial members will serve until December 31, 2004.
b. No later than sixty (60) days before the expiration of any term of the Committee members a notice of the election of Committee members will be sent to all Homeowners. The notice will state the number of committee positions that are subject to election, according to the criteria stated in sections 9a, 9b, 9c and 9d and will solicit nominations for those positions. The notice will also state the date, time and place for a meeting of the Association, to be held no later than ten (10) days prior to the expiration of any term of the Committee members at which time an election of Committee membership will take place.
c. At the election meeting, the nominations for Committee membership will be announced and additional nominations may be taken from the floor. Only homeowners may be nominated for Committee membership except for the initial members named above, who may be reappointed to successive terms by the Developer, subject to the criteria of sections 9a, 9b, 9c and 9d.
d. Each homeowner is entitled to vote in person or by written proxy in elections for selecting members of the Committee. Homeowners will have one vote for each single-family lot owned and one vote for each condominium duplex unit permitted or built.
e. Committee membership will be assigned to those Homeowners receiving the greatest number of votes at the meeting.
f. Except for the initial members, Committee member's terms will be for two calendar years, beginning January 1 of the year immediately after the applicable election. If any member of the Committee dies, resigns, becomes unable to act or is no longer a Homeowner the unexpired term of such member must be filled by a special election or appointment by the Developer, if applicable, at a meeting called as soon as possible after the Committee vacancy exists.

11. **Committee Meetings** All meetings of the Committee will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners. Two (2) members of the Committee constitute a quorum. Actions of the Committee are by majority vote.

12. **Duties of the Committee** The Committee has the following duties:

a. Provide for the maintenance of improvements in the Common Area, which it may deem necessary or desirable. Such improvements consist of entryway monuments, fencing, lighting, landscaping and such other improvements as may be approved by the Committee.
b. Inspect, maintain, dredge, keep clear through algae and weed control and keep in good operating condition all storm water retention and detention basins and storm water drainage easements on private lots.
c. Provide for the maintenance of all outlots, landscaped courts and boulevards.
d. Establish dates and procedures for the election of members of the Committee.
e. Promulgate operating procedures for the conduct of the H.O.A. affairs.
f. Enforce the provisions of this Declaration.

13. **Powers of the Committee** The Committee has the following powers:

a. Cause the Common Areas to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

b. Enter into contracts and to employ agents, attorneys or other for purposes of discharging and its duties and responsibilities hereunder.
c. Levy and collect assessments in accordance with the provisions of Section 14, below.
d. Maintain, repair and operate services in conjunction with Common Areas, now existing and hereafter acquired, and to pay for those items.
e. Pay for any insurance maintained by the H.O.A.
f. Pay taxes, assessments and charges of any kind made or levied by any governmental authority against the H.O.A. or upon any property of the Association.
g. Pay all costs and expenses for the operation and administration of the H.O.A. including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations.
h. Pay costs and expenses for additional improvements to Common Areas beyond those installed by Developer.
i. Pay all items subject to Special Assessment which have not been collected from a lot Homeowner or condominium unit owner (built or unbuilt) at the time payment of such item is due, and to collect such amounts from that Homeowner, provided that upon collection of the Special Assessment from that lot or unit owner, all other lot or permitted unit owners will receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the board may determine, for payments made under this paragraph.
j. Pay all damages, costs, expenses and attorney fees incurred in or in anticipation of, any suit or proceeding whether administrative legislative or judicial which are not otherwise collected by Special Assessment.

14. **Assessments** The Committee shall levy and collect assessments from Homeowners as follows;

a. The owner of each single-family lot (vacant or improved) and permitted condominium duplex unit, (built or unbuilt) is subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Each Homeowner's annual assessment will be equal to the Association's total annual costs and expenses in performing its duties hereunder, divided by the total number of single-family residential lots and individual permitted duplex units in the Development. Said costs include, but are not limited to payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, attorneys fees, engineering fees, reserve fees, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Declaration.
b. Assessments must be approved at a duly convened meeting of the Committee.
c. Written notice of an assessment will be personally delivered to each Homeowner subject to the assessment or delivered by certified mail addressed to the last known address of such Homeowner.
d. Assessments become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.
e. Assessments not paid when due bear interest at the rate of Twelve Percent (12%) per annum until paid, and such unpaid assessments and the interest thereon constitutes a continuing lien against the real estate which it was assessed until they have been paid in full. The assessment and interest thereon will also be the personal obligation of the Homeowner of the real estate against which the assessment was made.
f. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin,

each giving notice of a lien for any such unpaid assessments 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 does not impair the validity of the lien. All recording and attorney fees relating to any such document will be borne by the affected Homeowner.

g. Upon application by any Homeowner, any member of the Committee may, without calling a meeting of the Committee, provide to such Homeowner a statement in recordable form certifying (1) that the signer is a duly-elected 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 relaying thereon of the payment of any and all outstanding assessments or other amounts due to the H.O.A..
h. Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the H.O.A., as a foreclosure of a mortgage on real property.

15. **Committee Liability** Members of the Committee are not liable to the Homeowners or any other party 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 of employees of the Committee. The H.O.A. 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.

16. **Owner's Easement of Enjoyment** Subject to the provisions herein, every Homeowner shall have a right and easement of benefit and/or enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot or unit owner (duplex condominiums).

17. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:

a. All lawn and landscaped areas, and any entrance monuments including fencing and lighting, contained within any lot, outlot or City owned right of way or landscape easement area in the Development.
b. Any storm water retention and detention ponds or storm sewer easements contained on private lots within Creekside Preserve.
c. Any area within the Development that is designated as a Common Area by the Association or the Developer.

18. **Disclaimer** Developer shall convey the Common Areas to the H.O.A. 'as is'; all warranties regarding the Common Areas, express or implied, including warranties of condition, quality of construction and fitness for a particular use, are hereby disclaimed. The H.O.A. shall be responsible for obtaining adequate liability insurance for the Common Areas. Developer shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the Common Areas. The H.O.A. shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

19. **No Agency for Other Homeowners** No Homeowner, other than members of the H.O.A Management Committee, has any authority to act for the H.O.A. or the other Homeowners as agent or otherwise, or to bind the Association or the H.O.A. to contracts, negotiable instruments or other obligations or undertakings of any kind.

20. **Service on Association** Service of process upon the H.O.A. for all matters must be made upon one of the members of the management committee of the Association or such legal counsel as the H.O.A. may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

21. **No Waiver of Rights** Any failure of the H.O.A. or the Committee to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.

22. **Enforcement of Obligation by City** If the Committee fails to discharge its duties under this Declaration within sixty (60) days of written demand to do so by the City, the City may discharge the duties of the Committee. The City's costs incurred in connection therewith will be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurred a pro-rata share, based on the portion of cost of total charges incurred with respect to the individual Owner's lot(s) or condominium units.

23. **Storm Water Retention Ponds** The storm water retention ponds located in Creekside Preserve have been created by the Developer and were required by the City of Pewaukee to assist in the removal and retention of storm water from Creekside Preserve. 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 or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a lot or condominium unit in Creekside Preserve, each Homeowner 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, Creekside Preserve Homeowner's Association, The City of Pewaukee, 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 Homeowner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, Creekside Preserve Homeowner's Association, The City of Pewaukee and their respective agents, contractors, employees, officers, directors and shareholders, from and against and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees) including those arising from any injury or damage to any person (including death) or property damage sustained in or about or resulting from the use or existence of the storm water retention ponds.

24. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitation drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot or unit owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Owner. No buildings or fences shall be constructed in easements. No trees or bushes which would grow more than 4' in height shall be planted within said easements without the approval by City of Pewaukee Engineer.

25. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots and permitted condo units in the Development, and their mortgagors, with all signatures duly notarized. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, The Developer may amend this Declaration without the consent of any of the lot Owners or permitted condominium Owners solely to effect an expansion of Creekside Preserve to include contiguous parcels of real estate as may be acquired by Owner from time to time, or to amend the Declaration for subsequent phases of Creekside Preserve.

26. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the Homeowner and their heirs, successors and assigns and be enforceable by any Homeowner and to the extent permitted by Section 22, above, the City.

This Declaration is executed by the Owner's signature below and is effective upon recording by the Waukesha County Register of Deeds.

Creekside Preserve LLC

John C. Bergman

Brandon V. Bergman

William W. Carity

STATE OF WISCONSIN }
} ss.
WAUKESHA COUNTY }

Personally came before me this 15th day of June, 2004, the above-named John C. Bergman, Brandon Bergman and William W. Carity to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ellen M. Mueller

Notary Public, Waukesha County, Wisconsin

My Commission Expires 11-5-2006

This document drafted by:
William W. Carity
12720 W. North Ave.
Brookfield, WI 53005

ELLEN M. MUELLER NOTARY PUBLIC STATE OF WISCONSIN

ADDENDUM "C
ARCHITECTURAL GUIDELINES
FOR CREEKSIDE PRESERVE

Creekside Preserve has been designed by the developers to be a unique, high quality grouping of architecturally designed homes with views that orient to landscaped cul de sacs and open space. The exterior appearance of all four elevations of each home will be evaluated and must be approved for both architecture details and aesthetics by the Architectural Control Committee (ACC) as required by the Deed Restrictions. Construction details creating visual interest will be carefully evaluated by the ACC including gable treatments, focus on front entrances, multiple building corners, bump-outs, and bay and box window treatments combined with appropriately applied building materials. Homes that emphasize the economy of construction costs, long dimensional planes or contrived architectural details that do not fit into the architectural theme of a home will be discouraged. These guidelines should be utilized by buyers to design their homes. If there is any conflict between these guidelines and the Deed Restrictions, the Deed Restrictions shall control. It is suggested that the Buyer consult with the ACC during the preliminary stage of their home design.

1. **Minimum Residence Size**. Minimum home size must conform to the recorded Declaration of Restrictions.

2. **Garages**. Homes must have an attached garage for a minimum of two cars. Side entry garages are encouraged but not required with the exception of three car garages that must be side entry (unless two front, one rear and or side). All garage doors must have decorative raised paneling.

3. **Windows**. When shutters are used on the front of a home, they must also be used on appropriate windows on the sides and rear. This also applies to window casings, window grids and other trim features on the home. Casings of at least five inches in width must be used on all windows without shutters (except with brick surround) and on all doors. The ACC may require the placement of windows or faux windows in walls that would otherwise be blank or featureless. An attractive, balanced exterior design will take precedence over concerns about interior furniture arrangement.

4. **Siding**. The exterior walls of the home and attached garage must be constructed of wood, brick, stone or stucco. Certain manufactured exterior siding, trim and stone products may be allowed upon specific approval of the ACC but in no event will aluminum, vinyl or steel siding be acceptable. Windows may be vinyl or aluminum clad. Shutters may be textured vinyl. Soffets may be made of manmade materials. Garage and service doors may be wood or steel and must have a raised panel or similar decorative design. The variety of exterior materials should be kept to a minimum and must be used consistently on all elevations.

5. **Masonry.** The use of masonry veneer on **ONLY** the front elevation of homes in Creekside Preserve is discouraged. It is the intent of the ACC to utilize these materials on other side and rear elevations of the home where the ACC deems appropriate to create a balanced and unified architectural theme around the entire building. If masonry material is used on the exterior walls, it should, if possible, terminate only at an inside corner. In the event it is not possible to terminate these materials at an inside corner, the materials must then terminate at a corner board at least five inches in width or wrap around the corner an appropriate distance as determined by the ACC.

6. **Bays and Chimney Chases**. Any bays and other projections, including chimney chases, which extend down to the top of the foundation level, must have a foundation beneath. All chimneys shall be of masonry construction.

7. **Roof**. The breakup of long rooflines together with appropriate dormers and gable treatment is preferred by the ACC. All two story and one and one-half story residence roofs must have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for the rear shed roof on a story and one-half residence. All one-story residence roofs must have a minimum pitch of ten feet in eight for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by the ACC. Roofs must be of either wood shakes or textured dimensional shingles. Manufactured dimensional shingles shall have a minimum of a 40-year warranty.

8. **Sloped Lots**. Most of the lots in Creekside Preserve have been designed for rear look out or walk out exposures. Any exposed basement or foundation walls must be covered with masonry veneer, plaster or siding materials used on the walls as determined by the ACC. The ACC may require on sloping lots that certain basement walls be exposed to minimize the impact on trees, vegetation and drainage as well as allow for a more natural transition between homes.

9. **Colors**. The number of exterior colors on a single home should be kept to a minimum. It is recommended that a maximum of two colors be used on the walls and trim and one color for items such as shutters and doors.

10. **Miscellaneous.**

a. Homes that are similar in appearance will not be permitted to be constructed in close proximity to one another.

b. The Deed Restrictions prohibit outbuildings such as storage sheds and dog kennels. Please make sufficient provisions for storage or pets within the perimeter of the home. Consult the Developer for restrictions for outdoor children's play sets.

c. The house and attached garage must be completed within one year from the start of construction, including basic landscaping. Basic landscaping is defined as seeding or sodding of the entire lot.

d. All driveways must be paved with concrete within one year from the start of construction.

e. Upon completion of their homes, each owner is required to install a Hanover 5531 outdoor electric lamp with post, base and photoelectric control. The location of this lamp shall be 3' back from front lot line and eight feet from the house side of the driveway. The lamp shall be maintained by the lot owner in a proper operating manner. Each owner is also required to install a (Hanover M10) mailbox and post. The mailbox location will be as directed by the local Postmaster. The Buyer is aware that the placement and location of clustered mailboxes is mandated by the U.S. Postal Service. Buyer accepts this mailbox location and/or placement. Maintenance and repair of the mailbox is the responsibility of the lot owner. The estimated cost of this lamp, post and mailbox is $992.00 and shall be paid at closing.

f. Each lot owner, at the time of home construction, will be responsible for grading their lot so as to direct drainage toward the street or other established drainage way and to prevent an increase in drainage onto neighboring property. In addition, at the time of construction, erosion control measures must be installed and maintained according to the standards and specifications set forth in *Wisconsin Construction Site Best Management Practices Handbook* (a copy of which is available from Wisconsin Department of Natural Resources) and/or local ordinances.

g. No mast-type antenna may be mounted or installed on any roof. Satellite dish antennas must be approved by the ACC and may not have a diameter in excess of 24 inches and are to be placed to the extent feasible in a location that is not visible from the street.

h. No above ground swimming pools or garden sheds are permitted.

11. **Approvals**. Lot owners are to submit three (3) copies of their house plans and three (3) stakeout surveys to the ACC for approval prior to making application for a building permit. All house plans, yard grades and stakeout surveys must be approved by the ACC prior to beginning any construction. The developer must also approve all fences, decks, children's play structures, gazebos, swimming pools, retaining walls and landscape plans. All swimming pools must be in-ground. Retaining walls are to be constructed of natural stone, keystone (or similar) or wood timbers only. Fences are to be of a decorative style. Chain link and privacy barrier fences are not allowed.

Notwithstanding anything in the foregoing to the contrary, the Committee or its designated representatives may elect to waive or intensify one or more of the above guidelines.

In order to properly evaluate a design, the ACC may require that house plans be submitted for approval by a professional home designer or architect.

It is the intention of the ACC to assist the lot owners in achieving a compatible arrangement of quality homes. Please consider these guidelines when advising your design specialist.

Any subsequent purchasers of lots in Creekside Preserve shall be subject to these guidelines. It is required by the Seller that any lot resale include communicating these guidelines in writing to subsequent buyers.

Accepted By:

_____ _____ _____ _____

Buyer Date Buyer Date

Seller:

Creekside Preserve, LLC

By:_____ _____

Date

Document Number

First Amendment to Declaration of Restrictions for Creekside Preserve

Title of Document

Creekside Preserve, being a subdivision of the part of the East 1/2 of Section 15, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

3859038

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 29, 2011 02:13 PM
James R Behrend
Register of Deeds
4 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book Page -

Recording Area

Name and Return Address
Cory O'Donnell
Neumann Companies
N16W24132 Prairie Ct., Suite 220
Waukesha, WI 53188

See Attached Exhibit A
Parcel Identification Number (PIN)

30/4

Drafted by Cory O'Donnell Neumann Companies Inc

First Amendment To
Declaration of Restrictions For
Creekside Preserve

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS for Creekside Preserve is made and entered into this 28th day of September, 2011 by CREEKSIDE PRESERVE LLC,("The Developer")

WITNESSETH

****

The Developer recorded a Declaration of Restrictions for Creekside Preserve in the office of the Register of Deeds for Waukesha County, Wisconsin as Document Number 3175115 on June 16, 2004.

CREEKSIDE PRESERVE, being a subdivision of the part of the East ½ of Section 15, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

WHEREAS, Provision 25 **Amendments** of the Declaration of Restrictions for Creekside Preserve provides the Developer the right to amend the Declaration of Restrictions for Creekside Preserve without consent of any of the lot Owners or permitted condominium Owners solely to effect an expansion of Creekside Preserve to include contiguous parcels of real estate as may be acquired by Owner from time to time, or to amend the Declaration for subsequent phases of Creekside Preserve.

WHEREAS, Lots 56 and 57 in Creekside Preserve have been rezoned to Rs-6 single family residential and re-platted for 17 single family lots called Creekside Preserve North, which lots shall be considered a subsequent phase of Creekside Preserve. The formerly proposed duplex condominium units will no longer be constructed on Lots 56 and 57 in Creekside Preserve.

THEREFORE, the following articles are hereby amended:

Item 4. Building Restrictions, Duplex Condominium Area shall be hereby removed from the DECLARATION OF RESTRICTIONS for Creekside Preserve.

Lots 1-17 as shown on Exhibit "A" which is attached hereto in Creekside Preserve North shall be subject to all provisions of the Declaration of Restrictions for Creekside Preserve that pertain to Single Family Lots. Each owner of a lot (vacant or improved) shall be a member of The H.O.A. as stated in Paragraph 8 of the Declaration of Restrictions for Creekside Preserve and shall be responsible for a fractional share of ownership in The H.O.A.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

CREEKSIDE PRESERVE LLC

By: _____
John C. Bergman

By: _____
Brandon V. Bergman

By: _____
William W. Carity

STATE OF WISCONSIN)
: ss
COUNTY OF Waukesha)

Personally came before me this 28th day of September, 2011, the above-named John C. Bergman, Brandon V. Bergman, and William W. Carity to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ELLEN M. MUELLER NOTARY PUBLIC STATE OF WISCONSIN

Ellen M. Mueller
Notary Public, Waukesha County, Wisconsin
My Commission is permanent
or expires: 10-12-2014

ISB COMMUNITY BANK

By: _____
Jeff Knudtsen

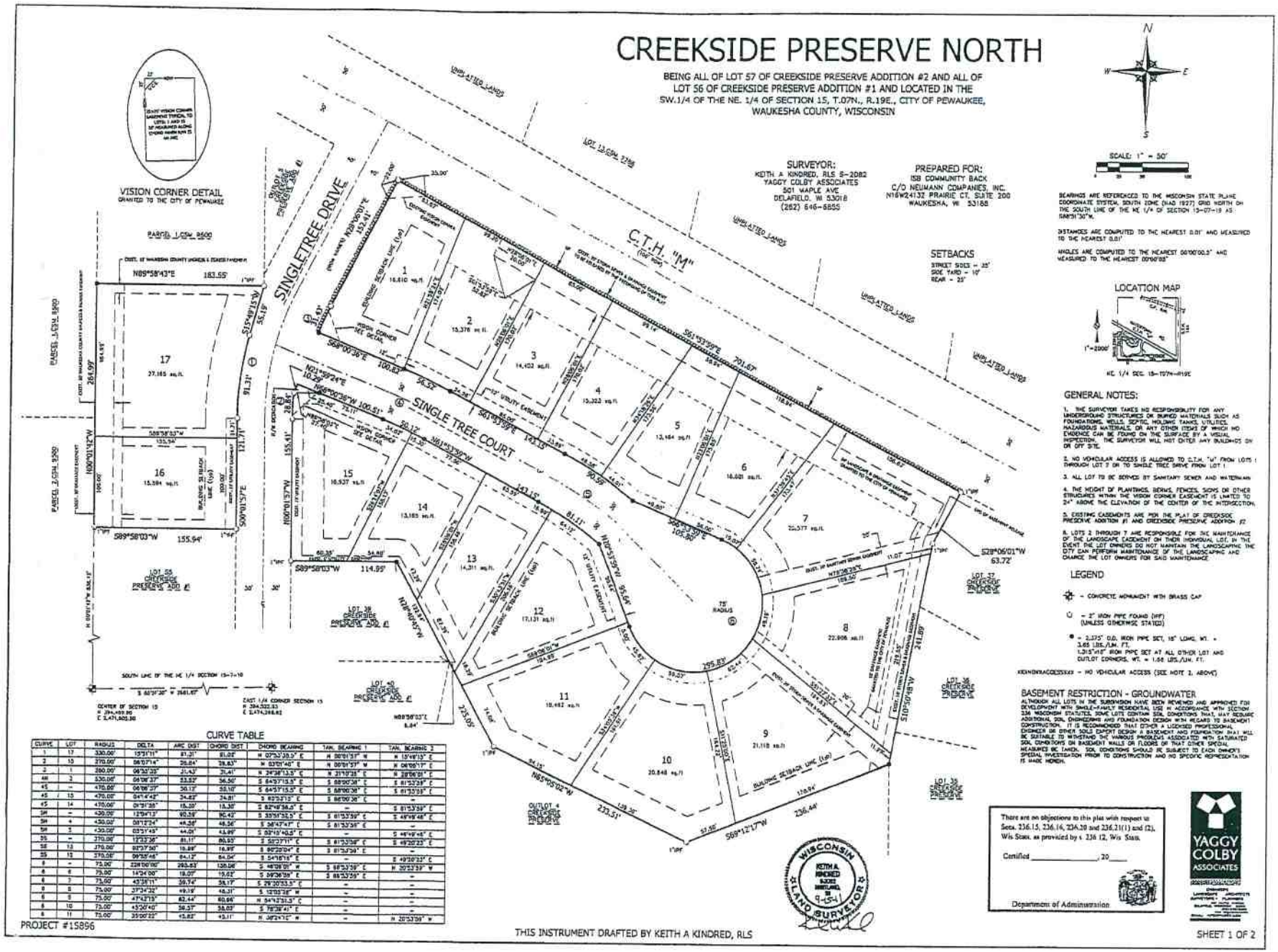
CORY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
: ss
COUNTY OF WAUKESHA)

Personally came before me this 29 day of SEPTEMBER, 2011, the above-named Jeff Knudtsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cory O'Donnell
Notary Public, WAUKESHA County, Wisconsin
My Commission is permanent
or expires: 3-4-2012

Exhibit A


CREEKSIDE PRESERVE NORTH
BEING ALL OF LOT 57 OF CREEKSIDE PRESERVE ADDITION #2 AND ALL OF LOT 56 OF CREEKSIDE PRESERVE ADDITION #1 AND LOCATED IN THE SW.1/4 OF THE NE. 1/4 OF SECTION 15, T.07N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN
SURVEYOR:
KEITH A KINDRED, RLS S-2082
YAGGY COLBY ASSOCIATES
501 MAPLE AVE
DELAFIELD, WI 53018
(262) 646-6855
PREPARED FOR:
ISB COMMUNITY BANK
C/O NEUMANN COMPANIES, INC.
N16W24132 PRAIRIE CT, SUITE 200
WAUKESHA, WI 53188
SCALE: 1" = 50'
VISION CORNER DETAIL
GRANTED TO THE CITY OF PEWAUKEE
SINGLETREE DRIVE
SINGLE TREE COURT
C.T.H. "M"
UNPLATTED LANDS
SETBACKS
STREET SIDE = 25'
SIDE YARD = 10'
REAR = 25'
LOCATION MAP
GENERAL NOTES:
1. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION. THE SURVEYOR WILL NOT ENTER ANY BUILDINGS ON OR OFF SITE.
2. NO VEHICULAR ACCESS IS ALLOWED TO C.T.H. "M" FROM LOTS 1 THROUGH LOT 7 OR TO SINGLE TREE DRIVE FROM LOT 1
3. ALL LOT TO BE SERVED BY SANITARY SEWER AND WATERMAIN
4. THE HEIGHT OF PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24" ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION.
5. EXISTING EASEMENTS ARE PER THE PLAT OF CREEKSIDE PRESERVE ADDITION #1 AND CREEKSIDE PRESERVE ADDITION #2
6. LOTS 2 THROUGH 7 ARE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE EASEMENT ON THEIR INDIVIDUAL LOT. IN THE EVENT THE LOT OWNERS DO NOT MAINTAIN THE LANDSCAPING THE CITY CAN PERFORM MAINTENANCE OF THE LANDSCAPING AND CHARGE THE LOT OWNERS FOR SAID MAINTENANCE
LEGEND
BASEMENT RESTRICTION - GROUNDWATER
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis Stats.
Certified _____, 20____
Department of Administration
YAGGY COLBY ASSOCIATES
CURVE TABLE
PROJECT #15896
THIS INSTRUMENT DRAFTED BY KEITH A KINDRED, RLS
SHEET 1 OF 2

DFI/CORP/38
RECORD 2011

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

MARY ANN McCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE: JUN 28 2018

BY: JOSEPH KING

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Creekside Preserve, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

John M Remmers

Article 4. **Street address of the initial registered office:**

1601 East Racine Avenue, Suite 200
PO Box 558
Waukesha, WI 53187-0558
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

John M Remmers
1601 East Racine Avenue, Suite 200
PO Box 558
Waukesha, WI 53187-0558
United States of America

Other Information. **This document was drafted by:**

John M. Remmers

Organizer Signature:

John M. Remmers

Date & Time of Receipt:

1/8/2002 3:30:37 PM

Order Number:

20021840389

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: $130.00
Total Fee: $130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	Name Check Initials
1/8/2002	DDT

FILED 1/9/2002	Examiner's Initials DDT
	Entity ID Number C053687

12 C0531687

RECEIVED - DEPT OF FINANCIAL INSTITUTIONS STATE OF WISCONSIN
2013 FEB 25 AM 9:59

Sec. 183.0906 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

ARTICLES OF DISSOLUTION - LIMITED LIABILITY COMPANY

A. Name of the limited liability company:

CREEKSIDE PRESERVE, LLC

The articles of organization of the company were filed on JANUARY 8, 2002 (date)

B. Indicate the statutory ground under sec. 183.0901, Wis. Stats., for dissolution by checking (X) the appropriate choice below:

☐ Dissolution due to the occurrence of event(s) specified in an operating agreement.

☒ Dissolution by written consent of all members.

☐ Dissolution due to dissociation of a member.
(only for LLCs organized before 10/01/2002; see Wis. Stats Sec 183.0901(4))

C. Executed on behalf of the limited liability company on

02/25/2013 12:21 PM
DCorp $20.00
157550 #. 1

FEBRUARY 19, 2013
(Date)

(Signature)

BRANDON BERGMAN
(Printed name)

Check the appropriate box: as ☒ Member OR ☐ Manager

This document was drafted by BLAIR SIEVERT
(Name the individual who drafted the document)

FILING FEE - $20.00 See instructions, suggestions and procedures on following page.

ARTICLES OF DISSOLUTION - Limited Liability Company $20.00

No Copy

STATE OF WISCONSIN
FILED
MAR - 1 2013
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Naturquest/2000 Development Corporation
17280 W. North Ave
Suite 101
Brookfield, WI 53045

L

▲ **Enter your return address within the bracket above.**
Phone number during the day: (262) 513 - 9600

INSTRUCTIONS (Ref. sec. 183.0906 Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of $20.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 183.0107(1g)(c).

Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	**Physical Address for Express Mail:** Department of Financial Institutions Division of Corporate & Consumer Services 201 W. Washington Ave – Suite 300 Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities

A. Enter the name of the limited liability company and the date the articles of organization were filed with the department.

B. Mark the appropriate choice to indicate the statutory ground for dissolving the limited liability company. (Ref. sec. 183.0901, Wis. Stats.)

C. Enter the date of execution of the document and the name and title of the person signing. The document must be signed by one of the following: a manager, if management of the company is vested in a manager or managers, or a member, if management of the company is reserved to the members.

If the document is executed in Wisconsin, sec. 182.01(3), Wis. Stats., provides that it shall not be filed unless the name of the drafter (either an individual or a governmental agency) is printed in a legible manner. If the document is not executed in Wisconsin, enter that remark.

Subject to the conditions set in sec. 183.0110 and 183.0111, Wis. Stats., a document filed by the department under Ch. 183 is effective on the date it is received by the department for filing, unless a delayed (future) effective date is declared in the document. To name a delayed effective date, enter a remark "This document has a delayed effective date of (enter the future date)." The delayed effective date may not be more than 90 days after the date the document is received by the department for filing.

When the document has been filed, an acknowledgement copy stamped "FILED" will be sent to the address you indicate above.
Filing articles of dissolution does not satisfy a company's obligation to file a **Final Return** with tax authorities, if a return is due. For particulars, contact WI Dept of Revenue at (608) 266-0800 or http://www.revenue.wi.gov/html/taxcorp.html.

Creekside Preserve 2020 Budget

	2019 Budget	YTD as of 10/15/2019	2020 Budget
INCOME	72 lots @ $240		72 lots @ $240
Annual Dues	$ 17,280.00	$ 17,050.00	$ 17,280.00
TOTAL INCOME	$ 17,280.00	$ 17,050.00	$ 17,280.00
EXPENSES			
Ponds/Fountains	$ 2,700.00	$ 2,574.97	$ 2,700.00
Landscape Maintenance	$ 6,500.00	$ 5,730.27	$ 6,600.00
Paintings/Lighting	$ 3,530.00	$ 8,189.82	$ 3,434.00
Insurance	$ 850.00	$ 792.00	$ 875.00
Electric	$ 1,900.00	$ 1,386.51	$ 1,550.00
Block Party	$ 500.00	$ -	$ 500.00
Postage/Supplies	$ 200.00	$ 249.72	$ 300.00
Bank Fees/Other	$ 50.00	$ 259.00	$ 250.00
Management	$ 1,050.00	$ 779.00	$ 1,071.00
AL OPERATING EXPENSES	**$ 17,280.00**	$ 19,961.29	$ 17,280.00