STILLMEADOW

LOT INFORMATION

Location	TOWN OF DELAFIELD
Year Developed	1994
Year Sold Out	1999
Total Number of Homesites	116
Open Space in Subdivision in Acres	125.40
% of Total Open Space Area	51%
Gross Density (Acres/dwelling incl. open space)	2.13 ac
Total Acreage	247
Average Lot Size in Acres	0.8
Municipal Sewer	YES
Municipal Water	NO

HOME SPECIFICATIONS

Original House & Lot Package Cost (Approximate)	$300,000 AND UP
Original Lot Prices	$59,900-$90,000
Minimum Size - 1 Story	2,500 SQ FT
Minimum Size - 2 Story	2,500 SQ FT
Siding Materials	ALL NATURAL
Roof Materials	CEDAR/DIM. Weatherwood COLOR
MIN. ROOF PITCH - 1 STORY	10/12
MIN. ROOF PITCH - 2 STORY	8/12
MASONRY CHIMNEY & EXPOSED FOUNDATION	NO
SETBACKS (FRONT/SIDES/REAR)	50'/20'
GARAGE ENTRY	SIDE
MAILBOX & POST LAMP REQUIRED	YES

SCHOOL DISTRICT	HARTLAND/ARROWHEAD

GUIDELINES FOR PLAN APPROVAL

STILLMEADOW SUBDIVISION

Stillmeadow is an innovative plan for a quality residential community that blends with the countryside while preserving natural resources. The site plan, which contains curved streets, landscaped courts and generous open space will encourage higher quality homes with enhanced property values. Deed restrictions will require better architectural treatment on all building elevations. Please consider the following guidelines in the design of your home.

1. Minimum home sizes shall conform to the recorded Declaration of Restrictions.(2500 square foot minimum)

2. Homes shall have a minimum of an attached 2 car garage The maximum size of the garage shall conform to Town Ordinances. Garage entrances must be on the side of the home.

3. When shutters are used on the front of a home, they shall also be used on appropriate windows on the sides and rear. Standards shall also apply to window casings, window grids and trim features. The developer may require the placement of windows in walls that would otherwise be blank or featureless.

4. The exterior walls of the home and attached garage must be constructed of wood, brick, stone, or other natural materials. Certain manufactured exterior siding and trim may be allowed upon specific approval of the developer but in no event will aluminium, vinyl, or steel siding or artificial stone be acceptable.

5. Although there is no minimum brick or stone requirements, if masonry material is used on the exterior walls it should, if possible, terminate only at an inside corner. The same provision shall apply to exterior panels of other material such as vertical siding, etc. In the event it is not possible to terminate these materials at any inside corner, the materials must then terminate at a corner board at least six inches in width.

6. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer.

7. All homes are required to have roofs of wood shakes or heavy duty textured shingles of 300 lb. minimum weight. If textured shingles are used they must be in the "weatherwood" color. Developer may approve other roofing materials of comparable quality.

8. All house plans, yard grades and stake out surveys shall be approved by the developer prior to any construction. The developer 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. Any exposed basement or foundation walls shall be covered with masonry veneer, plaster or siding materials used on the walls above.

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

10. Exterior materials should be kept to a minimum and be consistent on all elevations.

11. The number of exterior colors should likewise 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 such items as shutters and doors.

12. Garages shall be constructed on the high side of the lot unless a special exception is approved by the developer.

13. The deed restrictions prohibit outbuildings such as storage sheds. Please make sufficient provisions for storage within the perimeter of the home.

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

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

16. All driveways must be paved within one year from the start of construction.

17. The developer must approve all fences, decks, swimming pools, and other landscape features. All swimming pools must be in ground. Satellite dish antennas may not have a diameter in excess of twenty-four (24) inches.

18. No antenna or satellite dish shall be visible from any roadway or neighboring lot.

19. Each Buyer is required to install at the completion of their home a mailbox and a post lamp with photoelectric control. The location of this post lamp shall be on the lot line, eight feet from the house side of the driveway. The cost of the lamp, post and

mailbox is about $800.00 and shall be paid at closing. The lamp shall be maintained by the lot owner in a proper operating manner.

20. Each lot owner, at the time of home construction, shall be responsible for grading their lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

21. All fences must be of a decorative style, not more than 5' high and at least 75% open. Chainlink and privacy fences are not allowed. Fences which enclose an entire yard are not allowed. The area enclosed by the fence shall be no larger than the area that would be occupied by a typical back yard in-ground swimming pool, regardless of whether or not the home has a pool. All fences must be at least 3' from any lot line and the finished side of the fence must face the abutting property. If the municipality has more restrictive fence ordinances, those shall control.

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

Revised 11-4-04

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DECLARATION OF RESTRICTIONS

FOR

STILLMEADOW SUBDIVISION

PM 2:14
REC 2026 0660

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Brookfield, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of Stillmeadow Subdivision, being a subdivision of part of the NW. 1/4, Sec. 12 and NE. 1/4, Sec. 11, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, (herein referred to as "Stillmeadow") and intending to establish a general plan for the use, occupancy and enjoyment of Stillmeadow, does hereby declare for the mutual benefit of present and future owners of lands in Stillmeadow and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), that Stillmeadow shall be subject to the following restrictions:

A. **BUILDING RESTRICTIONS**

1. All lots in Stillmeadow are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) of two thousand five hundred (2500) square feet, and with an attached garage which will accommodate at least two cars.

2. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. The maximum size of the garage shall conform to Town of Delafield (hereinafter referred to as the "Town") ordinances. Garage entrances must be on the side of the home.

3. The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, wood siding, (which includes only solid wood or wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof) or other natural materials. Siding materials such as aluminum, vinyl, steel, pressed board, masonite or plywood will not be permitted. All roof areas having an appropriate pitch shall be covered with wood shakes or textured shingles of a minimum 320 lb. weight. Textured shingles must be in a "weatherwood" color. Developer shall have the right to approve other roofing materials if they are of comparable quality or better suited to the approved building design.

4. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer.

5. The residence and attached garage and a sodded or seeded lawn and a paved driveway must be completed within one year of the start of construction.

6. Only one residence may be erected on a lot.

7. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town ordinances.

8. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the Stillmeadow Homeowners Association, created pursuant to Section B.

9. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of Stillmeadow are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section A and the Guidelines for Plan Approval for Stillmeadow subdivision which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. Following such time that a principal residence has been constructed upon each lot in Stillmeadow, Developer may but shall not be obligated to, delegate to the Stillmeadow Homeowners Association Committee the approval authority contained in this Paragraph 9. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

10. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric postlamp with an unswitched photo-electric control. The design of the postlamp shall be subject to the approval of the Developer. The postlamp shall be maintained by the Owner in a proper operating manner. If the postlamp is not so maintained, maintenance shall be performed by the Stillmeadow Homeowner's Association, and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

11. The design and location of each mailbox/newspaper box shall be subject to approval of the Developer.

12. There shall be no satellite dish antennas having a diameter in excess of 24 inches, no outbuildings and no above ground swimming pools. No antenna or satellite dish shall be visible from any roadway or neighboring lot. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility.

13. Each Owner, at the time of home construction, shall be responsible for grading their lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

14. Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions with respect to Lot 85 because of its location and the improvements on the lot as of the date of this Declaration.

15. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of Stillmeadow, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder

shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.

16. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing the restrictions contained in this Section A. The foregoing shall be in addition to any other rights or remedies which may be available to Developer and the Association.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Stillmeadow and all future stages of development as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Stillmeadow Homeowners Association".

2. The term "Common Area" shall include the following areas, plus any additional areas which may be added in accordance with Section C.

(a) Outlots 1, 2, 3, 4, and 5 of Stillmeadow.

(b) The area of easements granted to the Association by Developer over portions of Lot 85 for purposes of installing entryway monuments, fencing, and landscaping.

(c) The grass area and any fencing and landscaping contained within the public right-of-way of North Shore Drive.

(d) All landscaped courts and boulevards contained within the dedicated streets in Stillmeadow. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Town and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. Each lot shall have an appurtenant undivided fractional interest in the common area outlots (including added future stages), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages). All deeds and any other conveyances of any lot in Stillmeadow shall be deemed to include such undivided interest in the common area outlots, whether or not so specifically stated in any such deed or other conveyance.

4. 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 shall be James P. Siepmann, Charles B. Schiereck and Karen S. Reed.

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

6. So long as fifty percent (50%) or more of the lots in Stillmeadow are owned by Developer, all three members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of

the lots in Stillmeadow are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the lots in Stillmeadow are owned by Developer, one member of the Committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the lots in Stillmeadow are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply in the event of any future stages of development in accordance with Section C., below, but the lots contained therein shall not be considered in determining the above percentages.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.

8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1995. Thereafter, the term of office of members of the Committee shall be for two 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 a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph B. 6, above).

9. All meetings of the Committee shall be open to Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the Owners. Meetings of the Committee for the purpose of carrying out its duties and powers as set forth herein may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:

(a) To provide for the maintenance of improvements in Common Area;

(b) To establish dates and procedures for the election of members of the Committee;

11. The Committee shall have the following powers:

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

(b) To take such action as may be necessary to enforce the provisions of Paragraphs A.8 and A.10, above.

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

(d) To levy and collect assessments in accordance with the provisions of Paragraph B. 12, below.

12. 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 equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. 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 subject to this Declaration (including added future stages) 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 Area, equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the owner of any lots in the subdivision by reason of tax delinquency.

(b) Assessments shall be approved at the duly convened annual meeting of the Committee.

(c) 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.

(d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.

(e) 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.

(f) 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 shall be borne by the affected Owner.

(g) 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.

(h) Any lien for assessment 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.

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 members 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 provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

15. If the Committee shall fail to discharge its duties under this Section B within 60 days of written demand by the Town, the Town may discharge the duties of the Committee. The costs of the Town incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the Town by adding to each

Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph B. 12 (a), above) of such costs.

C. FUTURE STAGES OF DEVELOPMENT OF STILLMEADOW

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of Stillmeadow, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages and indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplemental Declarations shall not revoke, modify or add to the Covenants established by this Declaration or any prior Supplemental Declaration.

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 sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Town, (ii) Waukesha County and (iii) the Developer so long as it shall be an 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.

E. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company, upon, over, through or across those portions of any Lot in Stillmeadow within 10 feet of any lot line for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of Stillmeadow or for purposes of facilitating drainage of storm or surface water within or through Stillmeadow. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in Stillmeadow to persons other than a Successor-Developer.

F. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner, and to the extent permitted by paragraph B.15, above, the Town of Delafield, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the undesigned, being the authorized partner of SIEPMANN DEVELOPMENT COMPANY, has executed this Declaration of Restrictions this 23 day of DECEMBER, 1994.

SIEPMANN DEVELOPMENT COMPANY

BY: _____
James P. Siepmann,
Authorized Signatory

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 23rd day of December, 1994, the above-named James P. Siepmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ann Trimboli
Notary Public, Waukesha County,
State of Wisconsin
My Commission: Aug. 20, 1995

This Instrument Was Drafted By:
Siepmann Development Company
17800 W. Capitol Drive
Brookfield, WI 53045

CONSENT OF MORTGAGEE

M&I Northern Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Declaration of Restrictions, hereby consents to and agrees that its mortgages shall be subject to the foregoing Declaration of Restrictions.

M&I NORTHERN BANK

BY: Bryan L. Downey

BY: Karen M. McShane

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 23rd day of December, 1994, the above-named BRYAN L. DOWNEY and KAREN M. McSHANE to me known to be the VICE PRESIDENT and VICE PRESIDENT respectively of M&I Northern Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, County of Waukesha
State of Wisconsin
My Commission: 3-15-98

000906 MAR 23

3/22/02

AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
STILLMEADOW SUBDIVISION

WHEREAS, certain real property known as Stillmeadow Subdivision, being a subdivision of part of the NW ¼, Sec. 12 and NE ¼, Sec. 11, Town 7 North, Range 18 East, Town of Delafield, Wisconsin ("Stillmeadow") was subjected to the Declaration of Restrictions for Stillmeadow Subdivision dated December 23, 1994 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on January 4, 1995 at Reel 2026, Images 0660- 0674, as Document No. 2016093 (the "Original Restrictions");

WHEREAS, pursuant to a Supplement Declaration of Restrictions dated July 1, 1998 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on July 1, 1998 at Reel 2689, Images 0116 - 0120, as Document No. 2334430 (the "Supplement"), certain real property known as Stillmeadow Addition No. 1, being a subdivision in the Town of Delafield, Waukesha County, Wisconsin, was also subjected to the terms of the Original Restrictions (the *Original Restrictions, as amended by the Supplement, is referred to herein as the "Restrictions"*);

WHEREAS, Section D of the Restrictions provides that the Restrictions may be amended by the owners of lands in Stillmeadow having at least 60% of the votes in the Association, provided that any amendment is also subject to the written approval of (a) the Town of Delafield, (b) Waukesha County and (c) and the Developer (but only if the Developer still owns a lot in *Stillmeadow*);

WHEREAS, owners of lands in Stillmeadow having at least 60% of the votes in the Association (the "Approving Members") have given their written approval of the following amendments to the Restrictions;

WHEREAS, the Town of Delafield and Waukesha County have both given their written approval of the following amendments to the Restrictions; and

WHEREAS, the Developer no longer owns any of the lands in Stillmeadow;

NOW THEREFORE, the undersigned, being all of the duly elected members of the Stillmeadow Committee, acting as agents for the Approving Owners, hereby amend the Restrictions as follows:

1. Section A of the Restrictions is amended to delete the heading "Building Restrictions" and to substitute the heading "Building and Common Area Restrictions."

2. Article 16 of Section A of the Restrictions is renumbered as Article 17.

3. Section A of the Restrictions is amended to add the following as Article 16:

"No improvements shall be allowed on the Stillmeadow Common Areas, except for landscaping, entrance monuments, fencing, a children's play structure, walking trails and utility lines and facilities. There shall be no construction or placing of storage buildings/areas, other structures, personal items, signs, billboards, or other advertising material on the Common Areas.

There shall be no commercial or industrial activity undertaken or allowed on the Common Areas, nor shall any right of passage across or upon the Common Areas be allowed or granted in conjunction with commercial or industrial activity.

There shall be no filling, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials nor any building or roads or change in the topography of the Common Areas in any manner.

Except as may be necessary for proper maintenance and management, there shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Common Areas.

There shall be no hunting or trapping within the Common Areas.

Except as may be necessary in conjunction with landscape maintenance, there shall be no operation of any type of motorized vehicle within the Common Areas."

4. Article 8 of Section B of the Restrictions is amended to delete the word "two" and to substitute the word "three."

5. Except as amended by this Amendment, all terms and conditions of the Restrictions shall remain in full force and effect.

Dated as of March 28, 2002.

Sharon K Hipp

Print Name: Sharon K Hipp

Print Name: Michael Jankowski

Print Name: James G Gouwit

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before this 28TH day of MARCH, 2002 the above-named SAMUEL R. RIPP, a duly elected member of the Stillmeadow Committee, who executed the foregoing instrument and acknowledged the same as agents for the Approving Owners.

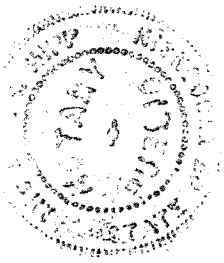
Notary Public, State of Wisconsin
My Commission expires: 6-8-03



STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before this 28TH day of MARCH, 2002 the above-named MICHAEL JANKOWSKI, a duly elected member of the Stillmeadow Committee, who executed the foregoing instrument and acknowledged the same as agents for the Approving Owners.

Notary Public, State of Wisconsin
My Commission expires: 6-8-03



STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before this 28TH day of MARCH, 2002 the above-named JAMES G. GOUGH, a duly elected member of the Stillmeadow Committee, who executed the foregoing instrument and acknowledged the same as agents for the Approving Owners.

Notary Public, State of Wisconsin
My Commission expires: 6-8-03

