THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

#6995 DOCUMENT NUMBER 1280304

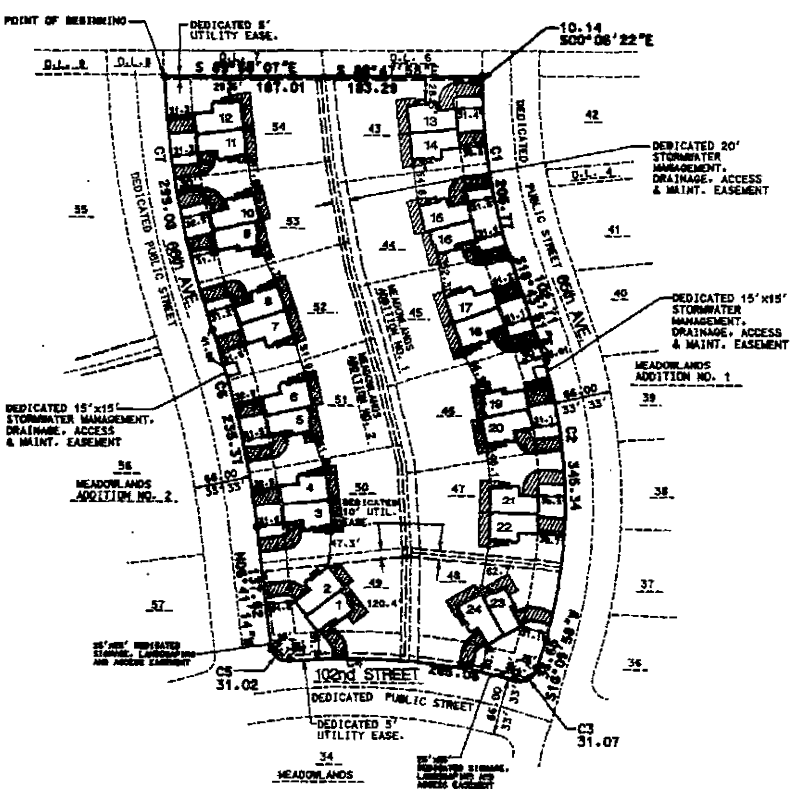
PLAT-CONDOMINIUM
RECORDED
Of Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 8/21/2002 at 9:30AM
20043345 $50.00
RUTH RECEIVED

1 | 4

CURVE TABLE

NO.	ARC	DELTA	RADIUS	CHORD	BEARING
C1	205.77	18°37'28"	633.00	204.86	N08°25'06.5"W
C2	345.34	34°53'48"	567.00	340.03	N17°52.5"W
C3	31.07	88°58'40"	20.00	28.04	N62°30'47.5"W
C4	265.06	22°43'08"	733.00	263.52	S08°17'E
C5	31.02	88°52'14"	20.00	28.00	S61°07'23.5"E
C6	235.37	12°34'05"	1073.00	234.90	N12°58'15.5"W
C7	299.08	16°36'12"	1030.00	298.03	N10°56'13"W

NOTES:
ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE, NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT, ARE COMMON ELEMENTS.

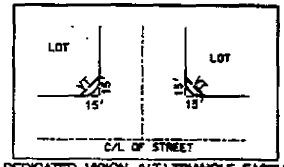


BASIS OF BEARING - THE SOUTH LINE OF THE SW1/4 OF SEC. 22-1-22 WAS TAKEN TO BEAR S89°45'10"E

0 100 200 300
SCALE 1" = 100'

DEDICATED VISION TRIANGLE EASEMENT RESTRICTIONS:

THE PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION.



DEDICATED VISION (V.T.) TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET

LEGEND
- 1" IRON PIPE FOUND
- 2" IRON PIPE FOUND
- 2 - UNIT NUMBER
- LIMITED COMMON ELEMENT
- C1 CURVE NO. (SEE TABLE)
- V.T. DEDICATED VISION TRIANGLE EASEMENT

LEGAL DESCRIPTION:

BEING LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2, BEING PART OF THE SW 1/4, SE 1/4, AND NE1/4 OF THE SW1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN. SAID PARCEL CONTAINS 5.648 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE STATE SALUTES. THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION ORDINANCE IN SURVEYING AND MAPPING THE SAME.

DATED THIS 7th DAY OF August, 2002.

BRADFORD L. SPENCER, R.L.S. 2069

WISCONSIN BRADFORD L SPENCER S-2069 Mukwonago WI LAND SURVEYOR

OWNER:
PLEASANT PRAIRIE CONDO, LLC
C/L THOMSON CORPORATION
12760 W. NORTH AVE.
BROOKFIELD, WI 53008

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

RSV#02019CONDO
REV. 7/31/02
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 1 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSV# 02019/02019CONDO.DGN 7/31/02

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
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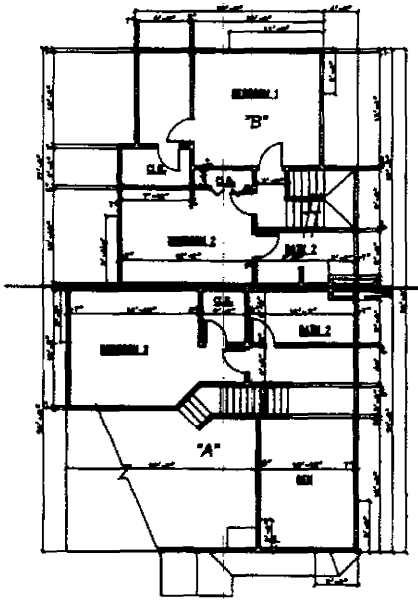
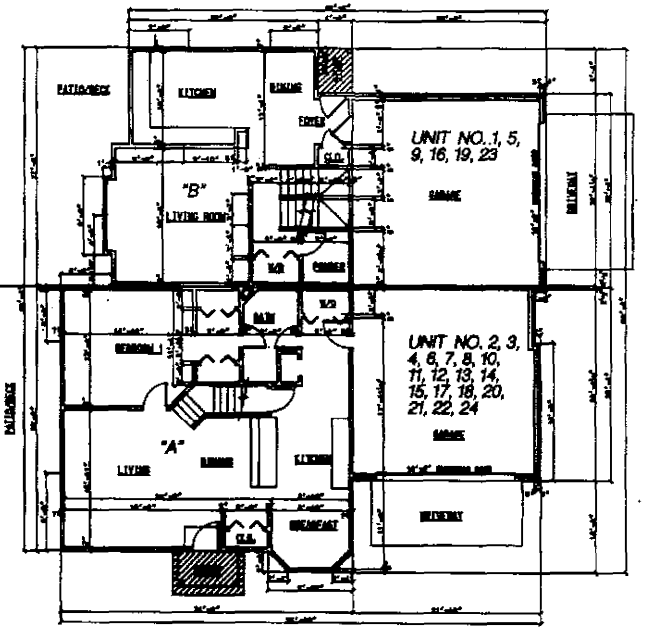
SECOND FLOOR "B"
SCALE: 1"=40'



SECOND FLOOR "A"
SCALE: 1"=40'

FIRST FLOOR "B"
SCALE: 1"=40'



FIRST FLOOR "A"
SCALE: 1"=40'

NOTES:

FLOOR PLANS MAY BE MIRRORED.

LIMITED COMMON ELEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE OWNER OR OCCUPANT OF THE UNIT TO WHICH THEY ARE APPURTENANT. THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE STOOP, DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT OF EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE PLANTING STRIP AND DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

ALL AREA INSIDE OR OUTSIDE THE BUILDING LINE, NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

THE FRONT OF EACH UNIT IS THE SIDE OF THE BUILDING WHERE THE STOOP IS LOCATED. THE GARAGE CAN BE EITHER SIDE OR FRONT LOADING.

LEGEND

LIMITED COMMON ELEMENTS

OWNER:
PLEASANT PRAIRIE CONDO, LLC
C/O THOMSON CORPORATION
12760 W. NORTH AVE.
BROOKFIELD, WI 53008

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

WISCONSIN BRADFORD L. SPENCER S-2069 MUKWONAGO WI LAND SURVEYOR

8/8/02

RSV #02019
REV. 7/31/02
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 2 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSV# 02019/02019COND02/DGN 7/31/02

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
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RMTD RECORDED

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DEDICATED VISION TRIANGLE EASEMENT PROVISIONS

A PERPETUAL EASEMENT CO-EXTENSIVE WITH EACH AREA SHOWN ON THIS CONDOMINIUM PLAT AS A DEDICATED VISION TRIANGLE EASEMENT HAS BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY PLEASANT PRAIRIE OWNER, LLC (HEREINAFTER) TO THE VILLAGE FOR THE PURPOSES OF PROHIBITING AND MAINTAINING A CLEAR FIELD OF VISION, FROM THE STANDPOINT OF MOTORISTS, OVER AND ACROSS SUCH AREAS. THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS SHALL TAKE PRECEDENCE OVER THE RIGHT OF ANY OTHER PERSONS OR ENTITIES IN THESE VISION TRIANGLE EASEMENT AREAS.

DEDICATED UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED UTILITY EASEMENT AREAS ON THIS CONDOMINIUM PLAT HAVE BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER (HEREINAFTER "THIS GRANTOR") TO THE WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC. (A/K/A AMERITECH-WISCONSIN) AND TIME WARNER ENTERTAINMENT COMPANY L.P. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATION GRANTEES"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATIONS LINES AND OTHER RELATED FACILITIES TO SERVE THE LOT OR OUTLOT IN THIS CONDOMINIUM PLAT AND FOR ANY RELATED IMAGING AND ELECTRONIC TRANSMISSIONS, SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS REASONABLY REQUIRED SO AS TO USE AND OPERATE THE UTILITY AND COMMUNICATION GRANTEES USE OF THE EASEMENT AREAS. TO THE EXTENT POSSIBLE, ALL SUCH UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND. UPON THE INSTALLATION OF SUCH UTILITY FACILITIES AND RELATED APPURTENANCES, THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREA SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES WITHIN THE COMMUNICATIONS EASEMENT AREAS ON WHICH SUCH EASEMENTS ARE LOCATED, AS SUCH RESTORATION INTERFERES WITH THE PURPOSES OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATION GRANTEES. NO STRUCTURES SHALL BE ERECTED OR PLACED ON THE UTILITY AND COMMUNICATIONS EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHTS-OF-WAYS WITH PRIOR WRITTEN APPROVAL BY THE VILLAGE, SUBJECT TO REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS THAT SUCH PUBLIC USES AND PURPOSES OF THE VILLAGE. FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PRE-EXISTING CONDITION, AT ITS OWN COST AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE UTILITY AND COMMUNICATION GRANTEES DO NOT RESTORE AND RESTORE THE EASEMENT AREAS TO A VEGETATIVELY STABILIZED CONDITION, THE CONDOMINIUM ASSOCIATION SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF SUCH RESTORATION AND MAY PURSUE SUCH COSTS AGAINST THE RESPECTIVE UTILITY COMPANY(S). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CUT OUT ANY SPOIL CUTTING OF PUBLIC ROADWAYS AFTER THE CURBED ASPHALTIC BASE COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL, NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT, AS SHOWN ON THIS CONDOMINIUM PLAT HAVE BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR STORM WATER MANAGEMENT PURPOSES, PUBLIC AND PRIVATE DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE INDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE CONDOMINIUM OWNER(S) OR WHICH SUCH EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE; (3) SUCH FUTURE STREET, DRIVEWAY OR OTHER VILLAGE-APPROVED CROSSINGS OF THE EASEMENT. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE CONDOMINIUM OWNER'S ASSOCIATION AND THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS WITH RESPECT TO THE DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE DRAINAGEWAY IMPROVEMENTS CONTAINED WITHIN THESE HEREINBELOW EASEMENTS UNTIL SUCH TIME AS TRANSFER IN OWNERSHIP OCCURS AND SUCH MAINTENANCE RESPONSIBILITY IS THEN TRANSFERRED TO THE NEW CONDOMINIUM OWNERS.

CONDOMINIUM OWNERS EASEMENT PROVISIONS

1. THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS, AND CONVEYS TO THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNER'S ASSOCIATION, INC. (THE CONDOMINIUM ASSOCIATION) THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:
PERPETUAL, NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS ON THIS CONDOMINIUM PLAT FOR PURPOSES OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR ALL RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLAGE DESCRIBED ABOVE, AND SUCH USE, PLANTINGS, CARE AND MAINTENANCE OF THE STORM WATER, ACCESS AND MAINTENANCE EASEMENT RESPONSIBILITIES BY THE CONDOMINIUM OWNER'S ASSOCIATION AS SHOWN ON THIS CONDOMINIUM PLAT AND AS IS PERMITTED BY APPLICABLE DECLARATION OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS AND VILLAGE ORDINANCES. IN THE EVENT OF ANY CONFLICT BETWEEN THE CONDOMINIUM ASSOCIATION'S RIGHTS UNDER THE MAINTENANCE EASEMENTS GRANTED BY THIS PARAGRAPH AND THE RIGHTS OF THE VILLAGE UNDER THE DEDICATED STORMWATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENTS DESCRIBED ABOVE, THE VILLAGE'S RIGHTS SHALL BE DEEMED SUPERIOR.

2. PERPETUAL, NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS OUTLOT 4 AS A DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREA ON THE MEADOWLANDS SUBDIVISION PLAT WAS BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY MEADOWLANDS, LLC TO MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. FOR PURPOSES OF MAINTAINING THE DRAINAGE BASIN AND DRAINAGEWAYS THEREIN AND FOR ALL RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES.

3. A PERPETUAL, NON-EXCLUSIVE EASEMENT, CO-EXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED CUL-DE-SAC ISLAND LOCATED WITHIN 64TH AVENUE AND A DEDICATED 50' LANDSCAPE AREA, ACCESS AND MAINTENANCE EASEMENT ALONG STATE TRUNK HIGHWAY 158 LOCATED IN LOTS 48 AND 49 OF THE MEADOWLANDS SUBDIVISION PLAT HAS BEEN DEDICATED, GIVEN, GRANTED, AND CONVEYED BY MEADOWLANDS, LLC TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSES OF PLANTING, INSTALLING, AND REPLACING TREES, SHRUBS, AND OTHER LANDSCAPE ELEMENTS AND RELATED INGRESS AND EGRESS, GRADING AND MAINTENANCE ACTIVITIES.

WISCONSIN
BRADFORD L. SPENCER S-2069 Mukwonago WI
LAND SURVEYOR

8/9/02

RSV #02019
REV. 7/31/02
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 3 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSV# 02019/02019CONDO2.DGN 7/31/02

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

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RITB REMARKS

4/4

RESTRICTIVE COVENANTS

A. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE SHARED OBLIGATION ALONG WITH THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. TO MAINTAIN THE STORM WATER DRAINAGE, DETENTION, OUTLOT ACCESS AND MAINTENANCE EASEMENT AREA SHOWN AS OUTLOT 1 IN MEADOWLANDS ADDITION NO. 1 SUBDIVISION AND THE ACCESS AND MAINTENANCE EASEMENT AREA ALONG STATE TRUNK HIGHWAY 165 IN THE MEADOWLANDS SUBDIVISION IN CLEAN, SIGHTLY, WELL MAINTAINED AND DEBRIS-FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, MOWING, WEEDING, PLANTING, WATERING AND REMOVING OF TRASH, DEBRIS, LEAVES AND SNOW IN ORDER TO PREVENT A NUISANCE CONDITION. NO DRIVEWAYS, SIDEWALKS, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE CUL-DE-SAC ISLAND OR ON TOP OF THE BERM WITH WHICH THEY INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE UNITS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH UNITS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER OF THE MEADOWLANDS SUBDIVISION AND MEADOWLANDS ADDITION NO. 1 SUBDIVISION SHALL BE OBLIGATED TO BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO THE MAINTENANCE ACTIVITIES TO THE CUL-DE-SAC AND BERM AREA UPON THE TRANSFER BY SAID PROPERTIES TO THE CONDOMINIUM UNIT OWNERS AND LOT OWNERS AND UPON THE VILLAGE'S DETERMINATION TO ITS SOLE SATISFACTION OF THE VILLAGE OR IF SUCH RESPONSIBILITY IS TRANSFERRED TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE CONDOMINIUM ASSOCIATION, THE OWNERS OF LOTS 1 THROUGH 27 IN THE MEADOWLANDS SUBDIVISION AND THE OWNERS OF LOTS 28 THROUGH 42 IN THE MEADOWLANDS ADDITION NO. 1 SUBDIVISION, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (16) FOR SUCCESSOR OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE CHECKS THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLATS FOR THE RESPECTIVE SUBDIVISIONS AND CONDOMINIUM DEVELOPMENT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

B. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE THE SHARED OBLIGATION ALONG WITH THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. TO MAINTAIN THE LANDSCAPE PLANTINGS IN THE CUL-DE-SAC ISLAND LOCATED WITHIN 64TH AVENUE AND THE 30' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT AREA ALONG STATE TRUNK HIGHWAY 165 IN THE MEADOWLANDS SUBDIVISION IN CLEAN, SIGHTLY, WELL MAINTAINED AND DEBRIS-FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, SEEDING, MOWING, WEEDING, PRUNING, PLANTING, WATERING AND REMOVING OF TRASH, DEBRIS, LEAVES AND SNOW IN ORDER TO PREVENT A NUISANCE CONDITION. NO DRIVEWAYS, SIDEWALKS, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE CUL-DE-SAC ISLAND OR ON TOP OF THE BERM WITH WHICH THEY INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE UNITS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH UNITS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER OF THE MEADOWLANDS SUBDIVISION AND MEADOWLANDS ADDITION NO. 1 SUBDIVISION SHALL BE OBLIGATED TO BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO THE MAINTENANCE ACTIVITIES TO THE CUL-DE-SAC AND BERM AREA UPON THE TRANSFER BY SAID PROPERTIES TO THE CONDOMINIUM UNIT OWNERS AND LOT OWNERS AND UPON THE VILLAGE'S DETERMINATION TO ITS SOLE SATISFACTION OF THE VILLAGE OR IF SUCH RESPONSIBILITY IS TRANSFERRED TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE CONDOMINIUM ASSOCIATION, THE OWNERS OF LOTS 1 THROUGH 27 IN THE MEADOWLANDS SUBDIVISION AND THE OWNERS OF LOTS 28 THROUGH 42 IN THE MEADOWLANDS ADDITION NO. 1 SUBDIVISION, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (16) FOR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT FOR THE RESPECTIVE SUBDIVISIONS AND CONDOMINIUM DEVELOPMENT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

C. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE THE OBLIGATION OF MAINTAINING THE STREET TREES ADJACENT TO THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS LOCATED ALONG 64TH AVENUE AND 108TH STREET RIGHT-OF-WAYS AS SHOWN ON THIS FINAL CONDOMINIUM PLAT, IN A WELL-MAINTAINED AND DEBRIS-FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, WATERING, STAKING, FERTILIZING AND REMOVING OF FALLEN LEAVES AND BRUSH IN ORDER TO PREVENT A NUISANCE CONDITION. TREES WHICH ARE DAMAGED, DEAD OR DYING SHALL BE REPLACED AT THE CONDOMINIUM OWNERS EXPENSE, WITHIN 90 DAYS OF THE TREE(S) REMOVAL, WEATHER PERMITTING. NO TREES SHALL BE REMOVED FROM THE VILLAGE'S RIGHT-OF-WAY WITHOUT FIRST OBTAINING THE WRITTEN APPROVAL OF THE VILLAGE. THERE SHALL BE NO PLANTING OF TREES, BUSHES OR SHRUBS IN THE VILLAGE'S RIGHT-OF-WAY WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE CONDOMINIUM OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE COMMON OPEN SPACE, IN THEIR CAPACITY AS OWNERS OF ANY COMMON OPEN SPACE, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STREET TREE MAINTENANCE ACTIVITIES, EITHER THE DECLARANT OR THE CONDOMINIUM OWNERS SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (16) FOR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW.

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN ss
KENOSHA COUNTY)

I, FRIEDA M. JACOBSEN, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS 8th DAY OF August, 2002 INCLUDED IN THIS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS.

Frieda M. Jacobsen CHIEF DEPUTY TREASURER
FRIEDA M. JACOBSEN, TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, KATHLEEN M. GOESEL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS 7th DAY OF August, 2002 INCLUDED IN THIS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS.

Kathleen M. Goesel
KATHLEEN M. GOESEL, VILLAGE TREASURER

WISCONSIN
BRADFORD L. SPENCER S-2069 Mukwonago WI
LAND SURVEYOR
8/8/02

CERTIFICATE OF THE VILLAGE BOARD OF TRUSTEES

RESOLVED THAT THIS CONDOMINIUM KNOWN AS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS, BEING A CONDOMINIUM WHICH IS LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN WHICH HAS BEEN FILED FOR APPROVAL, AND IS HEREBY APPROVED AS REQUIRED BY THE VILLAGE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE

DATED 7/15/2002

APPROVED
VILLAGE PRESIDENT, JOHN P. STEINBRINK

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION NUMBER 02-R-07-15 ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE.

DATED 7/15/2002

Jane M. Romanowski
VILLAGE CLERK, JANE M. ROMANOWSKI, CMC

OWNER'S CERTIFICATE

I, DEAN A. FREDERICK, MEMBER OF PLEASANT PRAIRIE CONDO, LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CONDOMINIUM PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1.) VILLAGE OF PLEASANT PRAIRIE

DATED THIS 8th DAY OF August, 2002.

Dean A. Frederick
DEAN A. FREDERICK, MEMBER
PLEASANT PRAIRIE CONDO, LLC

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 8th DAY OF August 2002 THE ABOVE NAMED DEAN A. FREDERICK, MEMBER OF PLEASANT PRAIRIE CONDO, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Karen A. Kurzynski
NOTARY PUBLIC
Karen A. Kurzynski
PRINT NAME

MY COMMISSION EXPIRES: 9-28-03

NOTARY PUBLIC KAREN A. KURZYNSKI STATE OF WISCONSIN

RSV #02019
REV. 7/31/02
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 4 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSV# 02019/02019CONDO2.DGN 7/31/02

MEADOWLANDS ADDITION NO. 1

A REDIVISION OF LOTS 14, LOTS 21 THROUGH 33 AND O.L 2 OF MEADOWLANDS IN PART OF THE SE¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

4649

DOCUMENT NUMBER

1226285

PLAT-SUBDIVISION
RECORDED
St. Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 7/20/2001 At 2:52PM
10021851 $56.00

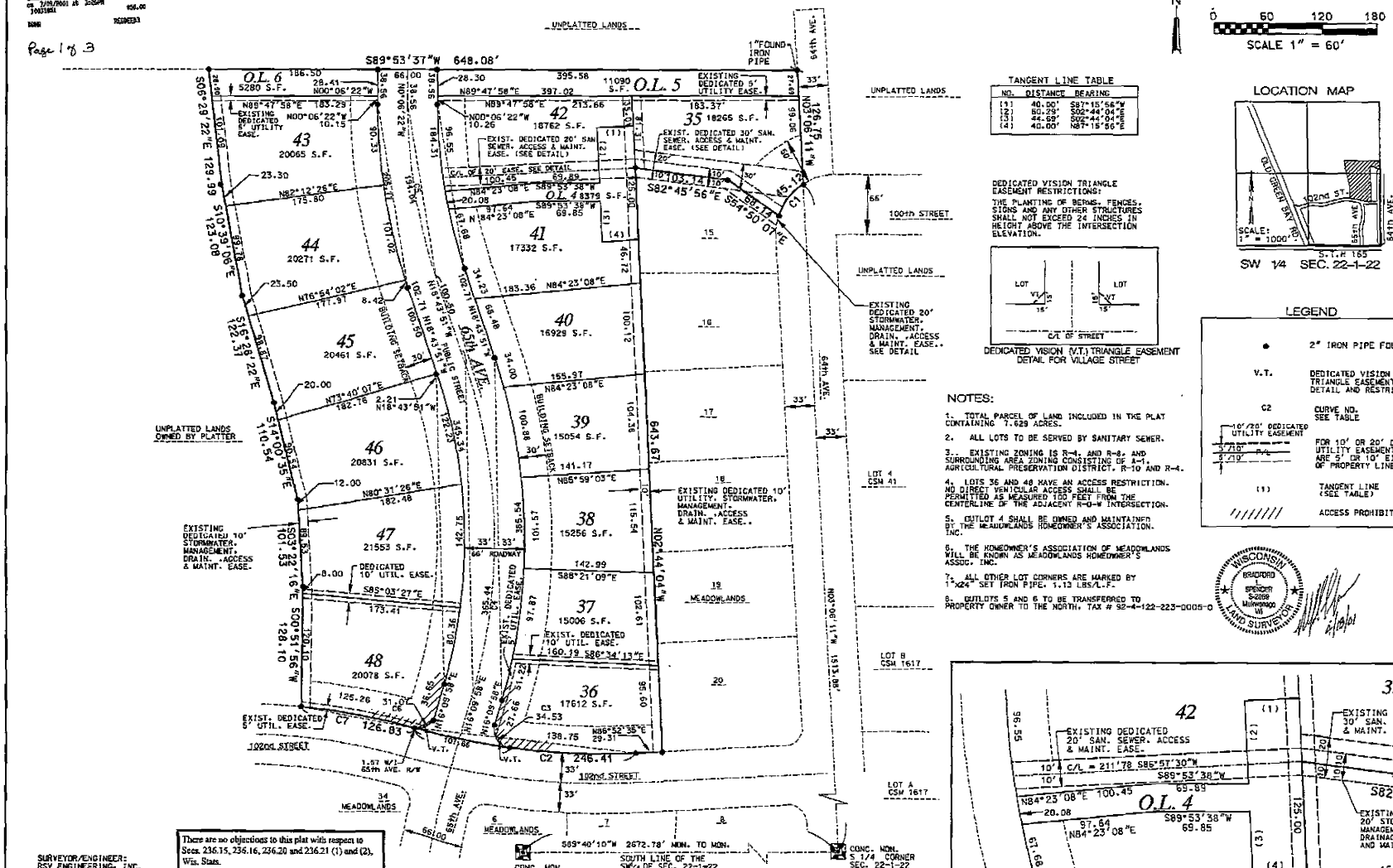
NAME RECORDED

Page 1 of 3

BASIS OF BEARING- THE SOUTH LINE OF THE SW¼ OF SEC. 22-1-22 WAS TAKEN TO BEAR S89°40'10"W.

0 60 120 180

SCALE 1" = 60'



TANGENT LINE TABLE

NO.	DISTANCE	BEARING
(1)	40.00'	S87°15'56"W
(2)	80.29'	S02°44'04"E
(3)	44.59'	S02°44'04"E
(4)	40.00'	N87°15'56"E

DEDICATED VISION TRIANGLE EASEMENT RESTRICTIONS:

THE PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION.

DEDICATED VISION (V.T.) TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET

LOCATION MAP

SW ¼ SEC. 22-1-22

LEGEND

- ● 2" IRON PIPE FOUND
- V.T. DEDICATED VISION TRIANGLE EASEMENT (SEE DETAIL AND RESTRICTIONS
- C2 CURVE NO. SEE TABLE
- 10'/20' DEDICATED UTILITY EASEMENT — FOR 10' OR 20' DEDICATED UTILITY EASEMENTS, THEY ARE 5' OR 10' EITHER SIDE OF PROPERTY LINE
- (1) TANGENT LINE (SEE TABLE)
- ////////// ACCESS PROHIBITED

NOTES:

1. TOTAL PARCEL OF LAND INCLUDED IN THE PLAT CONTAINING 7.629 ACRES.
2. ALL LOTS TO BE SERVED BY SANITARY SEWER.
3. EXISTING ZONING IS R-4, AND R-8, AND SURROUNDING AREA ZONING CONSISTING OF A-1, AGRICULTURAL PRESERVATION DISTRICT, R-10 AND R-4.
4. LOTS 36 AND 48 HAVE AN ACCESS RESTRICTION. NO DIRECT VEHICULAR ACCESS SHALL BE PERMITTED AS MEASURED 100 FEET FROM THE CENTERLINE OF THE ADJACENT R-O-W INTERSECTION.
5. OUTLOT 4 SHALL BE OWNED AND MAINTAINED BY THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC.
6. THE HOMEOWNER'S ASSOCIATION OF MEADOWLANDS WILL BE KNOWN AS MEADOWLANDS HOMEOWNER'S ASSOC. INC.
7. ALL OTHER LOT CORNERS ARE MARKED BY 1"x24" SET IRON PIPE, 1.13 LBS/L.F.
8. OUTLOTS 5 AND 6 TO BE TRANSFERRED TO PROPERTY OWNER TO THE NORTH, TAX # 92-4-122-223-0005-0

WISCONSIN BRADFORD L. SPENCER S-2088 MUKWONAGO WI LAND SURVEYOR

DETAIL (NOT TO SCALE)

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.

Certified May 17th, 20 01

Department of Administration

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
601 MAIN STREET
MUKWONAGO, WI 53149

DEVELOPER/OWNER:
MEADOWLANDS, LLC
C/O SCOTT SIMON
W.331 S.4040 CONNEMARA DR.
DOUSMAN, WI 53118

REV. 6/11/01 REV. 4/11/01 REV. 2/12/01 DATE 9/19/00
SHEET 1 OF 3
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2088

#4649

DOCUMENT NUMBER
1226205

PLAT-SUBDIVISION
RECORDED
Kenosha County, Kenosha, WI
Lonnie G. Dernbach, Register of Deeds
on 7/05/2002 at 2:25PM
10420053 $50.00

BOOK REMARKS

Page 2 of 3

MEADOWLANDS ADDITION NO. 1

A REDIVISION OF LOTS 14, LOTS 21 THROUGH 33 AND O.L. 2 OF MEADOWLANDS IN PART OF THE SE¼ , AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED VISION TRIANGLE EASEMENT PROVISIONS

A PERPETUAL EASEMENT CO-EXTENSIVE WITH EACH AREA SHOWN ON THIS PLAT AS A DEDICATED VISION TRIANGLE EASEMENT WERE DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR THE PURPOSES OF PRESERVING AND MAINTAINING A CLEAR FIELD OF VISION, FROM THE STANDPOINT OF MOTORISTS, OVER AND ACROSS SUCH AREAS. THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS SHALL TAKE PRECEDENCE OVER THE RIGHT OF ANY OTHER PERSONS OR ENTITIES IN THESE VISION TRIANGLE EASEMENT AREAS.

DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT ON LOTS 35, 42, AND OUTLOT 4 ON THIS FINAL PLAT WERE DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR SANITARY SEWER, ACCESS AND MAINTENANCE PURPOSES, PUBLIC SANITARY SEWER SYSTEM, CONVEYANCE, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE SANITARY SEWER EASEMENTS SHALL BE EXCLUSIVE EXCEPT FOR THE PLANTING CARE, AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE OWNER(S) OF THE LOTS ON WHICH THE EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES, AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF ANY LOT OR OUTLOT WITH RESPECT TO DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES IT'S RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

DEDICATED UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED UTILITY EASEMENT AREAS ON THIS FINAL PLAT WERE DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC. (D/B/A AMERITECH-WISCONSIN) AND TIME WARNER ENTERTAINMENT COMPANY LP, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATION GRANTEES"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATIONS LINES AND OTHER RELATED FACILITIES TO SERVE THE LOTS OR OUTLOTS, (OR PORTION THEREOF) SHOWN ON THIS FINAL PLAT AND FOR ANY RELATED INGRESS AND EGRESS. SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES, AND ROOTS AS REASONABLY REQUIRED SO AS TO NOT INTERFERE WITH THE UTILITY AND COMMUNICATION GRANTEES USE OF THE EASEMENT AREAS. IN THE EVENT ANY SUCH UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND, UPON THE INSTALLATION OF THE UTILITY AND COMMUNICATION GRANTEES OF THE UTILITY AND COMMUNICATION EASEMENT AREAS AND RELATED APPURTENANCES. THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREA SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES WITHIN THE COMMUNICATION EASEMENT AREAS ON WHICH SUCH EASEMENTS ARE LOCATED AS DOES NOT INTERFERE WITH THE PURPOSE OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATIONS GRANTEES UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEES REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE GRANTEES. NO BUILDINGS, FENCES, OR STRUCTURES OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY AND COMMUNICATIONS EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE, SUBJECT TO REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS OF SUCH PUBLIC STREET RIGHT-OF-WAY. THE VILLAGE FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PREEXISTING CONDITION, AT ITS OWN COST AND EXPENSE, AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE UTILITY AND COMMUNICATION GRANTEES DO NOT RESTORE AND RESTORE THE EASEMENT AREAS TO A VEGETATIVELY STABILIZED CONDITION, THE DEVELOPER SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF SUCH RESTORATION AND MAY PURSUE REMEDIES AGAINST THE RESPECTIVE UTILITY COMPANY(IES). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CONDUCT ANY OPEN CUTTING OF PUBLIC ROADWAYS AFTER THE CRUSHED AGGREGATE BASE COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

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.

Certified May 17th, 2001

Department of Administration

DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A 10' OR 20' DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT, AND DEDICATED STORMWATER MANAGEMENT, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT LOCATED ON OUTLOT 4 ON THIS FINAL PLAT AND ON LOTS 35 THROUGH 48 WERE DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR STORM WATER MANAGEMENT PURPOSES, PUBLIC DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE OWNER(S) OF THE LOTS OR OUTLOTS ON WHICH SUCH EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE; (3) SUCH FUTURE STREET, DRIVEWAY OR OTHER VILLAGE-APPROVED USES OF THE EASEMENT. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF ANY LOT OR OUTLOT OWNERS OR ENTITIES WITH RESPECT TO THE DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR, UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE DRAINAGEWAY IMPROVEMENTS CONTAINED WITHIN THESE NONEXCLUSIVE EASEMENTS UNTIL SUCH TIME AS THE LOT(S) OR OUTLOT(S) ARE TRANSFERRED IN OWNERSHIP AND SUCH MAINTENANCE RESPONSIBILITY IS THEN TRANSFERRED TO THE NEW LOT OR OUTLOT OWNER.

HOMEOWNER'S EASEMENT PROVISIONS

THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS, AND CONVEYS TO THE HOMEOWNER'S ASSOCIATION THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:

1. PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER, ACCESS AND MAINTENANCE EASEMENTS ON OUTLOT 4, AND LOTS 35 THROUGH 48 ON THIS FINAL PLAT FOR THE PURPOSE OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR THE RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLAGE DESCRIBED ABOVE, AND SUCH USE, PLANTINGS, CARE AND MAINTENANCE OF THE STORM WATER, ACCESS AND MAINTENANCE EASEMENT RESPONSIBILITIES BY THE OWNERS OF THE AFFECTED LOTS SHOWN ON THIS FINAL PLAT AND AS IS PERMITTED BY APPLICABLE PRIOR VILLAGE ORDINANCES.
IN THE EVENT OF ANY CONFLICT BETWEEN THE HOMEOWNER'S ASSOCIATION'S RIGHTS UNDER THE MAINTENANCE EASEMENTS GRANTED BY THIS PARAGRAPH AND THE RIGHTS OF THE VILLAGE UNDER THE DRAINAGE AND MAINTENANCE EASEMENTS DESCRIBED ABOVE, THE VILLAGE'S RIGHTS SHALL BE DEEMED SUPERIOR.

RESTRICTIVE COVENANTS

1. MEADOWLANDS, LLC. (HEREAFTER TO AS THE "DEVELOPER") HEREBY COVENANTS THAT THE OWNER(S) OF LOTS 35 THROUGH 48 SHOWN ON THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE STORMWATER DRAINAGE MAINTENANCE AND ACCESS EASEMENT AREAS LOCATED ON THEIR RESPECTIVE LOTS WITHIN THIS FINAL PLAT IN A FUNCTIONAL MANNER AND IN COMPLIANCE FREE FROM EROSION TO HANDLE STORMWATER IN THE SUBDIVISION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS, DITCHING TO REESTABLISH FLOW ON CAPACITY; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING AND REPAIRING CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. NO DRIVEWAYS, FENCES, OR STRUCTURES SHALL BE ERECTED WITHIN THE STORMWATER DRAINAGE EASEMENT WITH BLOCKS, DIVERTS OR RE-ROUTES THE DRAINAGE FLOW ON WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO MAINTENANCE ACTIVITIES UPON THE TRANSFER OF SAID PROPERTIES TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH DRAINAGE MAINTENANCE ACTIVITIES, THE OWNERS OF THE LOTS 35 THROUGH 48 RESPECTIVELY, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (OR SUCCESSOR OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

2. THE DEVELOPER HEREBY COVENANTS THAT THE OWNER'S OF LOTS 35 THROUGH 48 OF THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE LANDSCAPE ELEMENTS PLANTED AND INSTALLED IN THE CUL-DE-SAC ISLAND IN 64TH AVENUE, SHOWN ON THE ORIGINAL MEADOWLANDS PLAT AND IN THE DEDICATED 60' LANDSCAPE, REPAIR, ACCESS AND MAINTENANCE EASEMENT AREA LOCATED ON LOTS 1 AND 5 ADJACENT TO 104TH STREET IN ACCORDANCE WITH THE LANDSCAPE STANDARDS APPROVED BY THE VILLAGE. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION, WATERING, MOWING GRASS, WEEDING, REMOVING TRASH AND DEBRIS, TRIMMING TREES AND SHRUBS AND REPLACING DEAD OR DYING PLANT MATERIALS IN ACCORDANCE WITH SUCH STANDARDS. THIS RESTRICTIVE COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY OF THE ABOVE-REFERENCED LOTS SHOWN ON THIS PLAT AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE, AND BY THE HOMEOWNER'S ASSOCIATION. THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE SHALL BE RELIEVED OF ANY LANDSCAPING AND MAINTENANCE OBLIGATIONS THEY MAY HAVE AS OWNERS OF ANY SUCH LOTS OR PORTIONS THEREOF UNDER THIS COVENANT AS A RESULT OF THE LANDSCAPING AND MAINTENANCE ACTIVITIES OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO EASEMENTS DEDICATED BY THIS PLAT ONLY TO THE EXTENT THAT THE HOMEOWNER'S ASSOCIATION PERFORMS SUCH LANDSCAPING AND MAINTENANCE FUNCTIONS TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE OWNERS OF LOTS 35 THROUGH 48, RESPECTIVELY, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THIS EASEMENT.

DEDICATIONS, EASEMENTS AND RESTRICTIVE COVENANTS PROVISIONS

1. THE FEE INTEREST IN THE AREAS SHOWN AS A DEDICATED PUBLIC STREET ON THIS PLAT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER, MEADOWLANDS, LLC. (REFERRED TO AS THE "DEVELOPER"), TO THE VILLAGE OF PLEASANT PRAIRIE, ITS SUCCESSORS AND ASSIGNS (THE "VILLAGE") FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF PUBLIC STREET IMPROVEMENTS, USES AND PURPOSES, INCLUDING, WITHOUT LIMITATION, PAVEMENT, CURBS AND GUTTERS, MEDIANS, ISLANDS, SIDEWALKS, STREET SIGNS AND LIGHTS, SANITARY SEWERAGE SYSTEM IMPROVEMENTS, WATER SYSTEM IMPROVEMENTS, STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, UTILITIES AND COMMUNICATION FACILITIES, STREET TREES AND OTHER LANDSCAPING, AND FOR ALL RELATED ACCESS FOR CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE ACTIVITIES. SUCH FEE INTEREST IS SUBJECT TO THE FOLLOWING: (1) A TEMPORARY, NONEXCLUSIVE EASEMENT COEXTENSIVE WITH THE AREA OF EACH SUCH DEDICATED PUBLIC STREET, HEREBY RETAINED BY THE DEVELOPER FOR THE CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF SUCH PUBLIC STREET IMPROVEMENTS PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE VILLAGE DATED AS OF AUGUST 24, 2000 (SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME FUNCTIONS); (2) A NONEXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE OWNERS OF LOTS OR OUTLOTS SHOWN ON THIS PLAT WHICH ARE ADJACENT TO EACH SUCH DEDICATED PUBLIC STREET FOR THE PLANTING AND MAINTENANCE OF GRASS, THE MAINTENANCE AND REPLANTING OF STREET TREES AND THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF SIDEWALKS IN THE AREA BETWEEN THE ROADWAY AND THE LOT, IF REQUIRED BY THE VILLAGE, AND ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND USE OF SUCH DRIVEWAYS IN THE AREA BETWEEN THE PUBLIC IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE AND AS WILL NOT INTERFERE WITH THE PUBLIC IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE, ALL SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME PLANTING, REPLANTING, CONSTRUCTION, INSTALLATION, REPAIR, CLEARANCE, MAINTENANCE AND REPLACEMENT FUNCTIONS; (3) A NONEXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION") WITH RESPECT TO THE AREA WITHIN OUTLOT 4 FOR PURPOSES OF PLANTING, INSTALLING, MAINTAINING AND REPLACING LANDSCAPE ELEMENTS IN SUCH ISLANDS AND OPEN SPACE AREAS IN ACCORDANCE WITH VILLAGE-APPROVED PLANS, AND ALL RELATED ACCESS AND INGRESS (SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM SUCH FUNCTIONS); (4) A NONEXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE HOMEOWNER'S ASSOCIATION FOR THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF ANY SIDEWALKS INSTALLED WITHIN THE NON-DEDICATED AREAS OF THE PUBLIC STREETS SHOWN ON THIS PLAT, IN ACCORDANCE WITH VILLAGE-APPROVED PLANS AND SPECIFICATIONS, AND ALL RELATED INGRESS AND EGRESS (SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM SUCH FUNCTIONS); AND (5) IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE DEVELOPER OR OF THE HOMEOWNER'S ASSOCIATION, OR OF THE OWNER OF ANY LOT, PURSUANT TO THE EASEMENTS RETAINED HEREIN, THE RIGHTS OF THE VILLAGE SHALL BE DEEMED TO BE SUPERIOR.

THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF THE PUBLIC AND PRIVATE STREET IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, PAVEMENT, CURBS AND GUTTERS, STREET SIGNS AND LIGHTS, SANITARY SEWER SYSTEM IMPROVEMENTS, WATER SYSTEM IMPROVEMENTS, STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, MAILBOXES, UTILITY AND COMMUNICATION FACILITIES AND STREET SIGNS, LIGHTS AND TREES AND FOR ALL RELATED INGRESS AND EGRESS REFERRED TO HEREIN, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT.

2. THE FEE INTEREST IN THE AREA SHOWN ON THIS PLAT AS OUTLOT 4 WAS DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION. SUCH FEE INTEREST SHALL BE SUBJECT TO: (1) RESTRICTIVE COVENANTS IMPOSED BY THIS PLAT FOR SUCH AREA AND (2) AN EASEMENT DEDICATED ON THIS PLAT TO THE VILLAGE FOR STORMWATER IMPROVEMENTS, USES AND PURPOSES, AND/OR ACCESS AND MAINTENANCE PURPOSES, AND/OR PLANTING AND LANDSCAPE EASEMENT PURPOSES; AND (3) A TEMPORARY EASEMENT COEXTENSIVE WITH THE AREA SHOWN AS OUTLOT 4 ON THIS PLAT WHICH WAS RETAINED BY THE DEVELOPER FOR THE PURPOSE OF STORMWATER MANAGEMENT, DETENTION BASIN, ACCESS AND MAINTENANCE, PARKLAND USES AND PURPOSES, REMOVAL OF DEAD OR DYING PLANT LIFE, LANDSCAPING, REFORESTATION, MAINTENANCE AND INGRESS AND EGRESS, REPLACEMENT AND MAINTENANCE ACTIVITIES. NONE OF THE EASEMENTS REFERRED TO HEREIN SHALL RELIEVE THE HOMEOWNER'S ASSOCIATION FROM ITS OBLIGATIONS WITH RESPECT TO OUTLOT 4 PURSUANT TO RESTRICTIVE COVENANTS IMPOSED BY THIS PLAT.

WISCONSIN BRADFORD L. SPENCER S-2069 LAND SURVEYOR

4/19/01

REV. 4/11/01
REV. 2/12/01
DATE 9/19/00
SHEET 2 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

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RECORDED
Lesley L. Friedrich, Register of Deeds
Page 383

MEADOWLANDS ADDITION NO. 1

A REDIVISION OF LOTS 14, LOTS 21 THROUGH 33 AND O.L.2 OF MEADOWLANDS IN PART OF THE SE¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED: A REDIVISION OF LOT 14, LOTS 21 THROUGH 33 AND O.L.2 OF MEADOWLANDS, RECORDED AS DOC. #1921066 ON AUGUST 28, 2000 IN THE KENOSHA COUNTY REGISTER OF DEED OFFICE, IN PART OF THE SE 1/4, AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH¼ CORNER OF SAID SECTION 22; THENCE WITH THE EAST LINE OF SAID SW¼ N03°-06'-11"W, A DISTANCE OF 1513.88' TO THE POINT OF BEGINNING; N03°-06'-11"W, A DISTANCE OF 126.75' TO A POINT; THENCE S89°-53'-37"W, A DISTANCE OF 648.08' TO A POINT; THENCE S06°-28'-22"E, A DISTANCE OF 128.69' TO A POINT; THENCE S10°-39'-08"E, A DISTANCE OF 123.08' TO A POINT; THENCE S15°-28'-22"E, A DISTANCE OF 122.37' TO A POINT; THENCE S14°-00'-35"E, A DISTANCE OF 110.54' TO A POINT; THENCE S03°-22'-19"E, A DISTANCE OF 101.63' TO A POINT; THENCE S00°-51'-55"W, A DISTANCE OF 126.10' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 126.83', SAID CURVE HAVING RADIUS OF 733.00', A CHORD THAT BEARS S78°-40'-25.5"E, FOR A DISTANCE OF 126.58' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE LEFT A LENGTH OF 246.41', SAID CURVE HAVING A RADIUS OF 767.00', A CHORD THAT BEARS S83°-55'-12.5"E, FOR A DISTANCE OF 245.35' TO A POINT; THENCE N86°-52'-35"E, A DISTANCE OF 29.31' TO A POINT; THENCE N02°-44'-04"W, A DISTANCE OF 643.67' TO A POINT; THENCE S82°-45'-56"E, A DISTANCE OF 103.14' TO A POINT; THENCE S54°-50'-07"E, A DISTANCE OF 88.14' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 45.11', SAID CURVE HAVING A RADIUS OF 66.00', A CHORD THAT BEARS N37°-15'-54.5"E, FOR A DISTANCE OF 44.24' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 7.629 ACRES MORE OR LESS. EXCLUDING THE PREVIOUSLY DEDICATED 65TH AVENUE.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF MEADOWLANDS, LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING THE SAME EXCLUDING THE PREVIOUSLY DEDICATED 65th AVE..

DATED THIS 13th DAY OF April, 2001.

BRADFORD L. SPENCER,
REGISTERED LAND SURVEYOR, NO. 2069

WISCONSIN BRADFORD L. SPENCER S-2069 MUSKEGO WI LAND SURVEYOR

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

I, FRIEDA M. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 6th DAY OF July, 2001 INCLUDED IN THIS PLAT OF MEADOWLANDS ADDITION NO. 1.

FRIEDA M. JACOBSON, TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, KATHLEEN M. GOESSL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 2 DAY OF July, 2001 INCLUDED IN THIS PLAT OF MEADOWLANDS ADDITION NO. 1.

KATHLEEN M. GOESSL, VILLAGE TREASURER

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BRG.	LENGTH OF CHD.	TANGENT IN	TANGENT OUT
C1 BND.	39°09'56"	65.00	45.12	N37°18'54"E	44.24	N17°43'56"E	N56°53'52"E
C2 BND.	18°24'25"	767.00	246.41	S83°55'12.5"E	245.35	S74°43'00"E	N86°52'35"E
LOT 36	10°21'53"	767.00	138.75	N87°56'28.5"W	138.56	S86°52'35"W	N82°45'52"W
65th AVE.	08°02'32"	767.00	107.66	S78°44'16"E	107.57	S74°43'00"E	S82°45'32"E
C3	98°55'34"	20.00	34.53	N33°17'45"W	30.40	N82°45'32"W	N16°10'02"E
C4 C/L	34°33'49"	600.00	365.44	N01°16'56.5"W	359.82	N16°08'58"E	N18°43'51"W
E R/W	34°33'49"	633.00	385.54	N01°16'56.5"W	379.61	N16°08'58"E	N18°43'51"W
W R/W	34°33'49"	567.00	345.34	N01°16'56.5"W	340.03	N16°08'58"E	N18°43'51"W
LOT 36	04°36'10"	633.00	51.22	N13°50'53"E	51.21	N16°08'58"E	N11°31'48"E
LOT 37	08°51'36"	633.00	97.87	N07°06'03"E	97.77	N11°31'48"E	N02°40'18"E
LOT 38	09°11'49"	633.00	101.57	N01°56'32"W	101.47	N02°40'18"E	N06°31'22"W
LOT 39	09°07'50"	633.00	100.68	N11°05'17"W	100.77	N06°31'22"W	N15°39'12"W
LOT 40	03°04'39"	633.00	34.00	N17°11'31.5"W	33.99	N15°39'12"W	N18°43'51"W
LOT 46	12°21'09"	567.00	122.23	N12°33'17.5"W	122.00	N06°22'44"W	N18°43'51"W
LOT 47	14°25'28"	567.00	142.75	N00°50'00"E	142.37	N00°02'44"E	N06°22'44"W
LOT 48	08°07'14"	567.00	80.36	N12°06'21"E	80.29	N16°08'58"E	N08°02'44"E
C5 C/L	18°37'29"	600.00	195.04	N09°25'06.5"W	194.18	N18°43'51"W	N00°06'22"W
E R/W	18°37'29"	567.00	184.31	N09°25'06.5"W	183.50	N18°43'51"W	N00°06'22"W
W R/W	18°37'29"	633.00	205.77	N09°25'06.5"W	204.86	N18°43'51"W	N00°06'22"W
LOT 41	06°50'21"	567.00	67.68	N15°18'40.5"W	67.64	N18°43'51"W	N11°53'30"W
LOT 42	09°45'21"	567.00	96.56	N04°59'00.5"W	96.43	N09°51'43"W	N00°06'22"W
LOT 43	08°10'34"	633.00	90.33	N04°11'39"W	90.25	N08°16'56"W	N00°06'22"W
LOT 44	08°41'12"	633.00	107.09	N13°07'32"W	106.89	N17°58'08"W	N08°16'56"W
LOT 45	00°45'43"	633.00	8.42	N18°20'59.5"W	8.42	N18°43'51"W	N17°58'08"W
OUTLOT 4	02°01'47"	567.00	20.08	N10°52'36.5"W	20.08	N11°53'30"W	N09°51'43"W
C6	88°59'39"	20.00	31.07	N60°39'47.5"E	28.04	S74°50'23"E	N16°09'58"E
C7 BND	08°54'51"	733.00	126.83	S78°40'25.5"E	126.68	S84°37'51"E	S74°43'00"E
LOT 48	08°47'28"	733.00	125.26	S78°44'07"E	126.11	S84°37'51"E	S74°50'23"E
65th AVE.	00°07'23"	733.00	1.57	S74°46'41.5"E	1.57	S74°50'23"E	S74°43'00"E

OWNER'S CERTIFICATE

I, SCOTT SIMON, MANAGER OF MEADOWLANDS, LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1.) VILLAGE OF PLEASANT PRAIRE

2.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS 5th DAY OF July, 2001.

SCOTT SIMON, MANAGER
MEADOWLANDS, LLC

CERTIFICATE OF THE VILLAGE BOARD OF TRUSTEES

RESOLVED THAT THE PLAT KNOWN AS MEADOWLANDS ADDITION NO. 1, BEING A REDIVISION OF LOT 14, AND LOTS 21 THROUGH 33 AND OUTLOT 2 OF MEADOWLANDS IN PART OF THE SE¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, WHICH HAS BEEN FILED FOR APPROVAL, AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE AND THAT ANY AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION NUMBER 07-216 ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS 5th DAY OF July, 2001.

JOHN P. STEINBRINK, PRESIDENT

JANE M. ROMANOWSKI, CMC, VILLAGE CLERK

STATE OF WISCONSIN) ss
KENOSHA COUNTY

PERSONALLY CAME BEFORE ME THIS 5th DAY OF July, 2001 THE ABOVE NAMED SCOTT SIMON, MANAGER OF MEADOWLANDS, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-17-2002

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.

Certified May 17th, 2001

Department of Administration

REV. 4/11/01
REV. 2/12/01
DATE 9/19/00
SHEET 3 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

1192066

MEADOWLANDS

BEING PART OF THE SW ¼, SE ¼ AND NE ¼ OF THE SW ¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RECORDED
Kenosha County, Kenosha, WI
Laura L. Prinsen, Register of Deeds
on 8/8/2000 at 11:00 AM
Rec. Fee 30.00
Book
Page

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

DEVELOPER/OWNER:
MEADOWLANDS, LLC
C/O SCOTT SIMON
W.S.S.I.-4040 CONNEMARA DR.
DOUSMAN, WI 53118

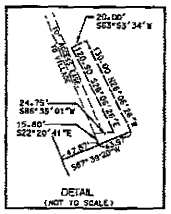
TANGENT LINE TABLE

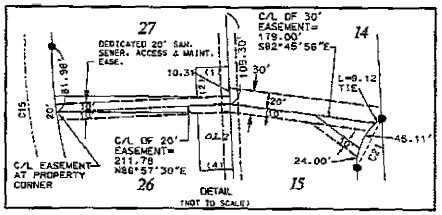
NO.	DISTANCE	BEARING
(1)	49.00'	S87°-15'-58"E
(2)	38.35'	S002°-44'-06"E
(3)	20.18'	S82°-15'-58"E
(4)	140.00'	N87°-15'-58"W
(5)	35.10'	S02°-44'-06"E

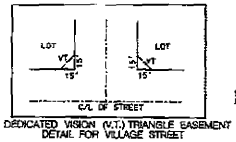
HIGHWAY SETBACK RESTRICTIONS:

NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IMPROVEMENTS AND STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO: SIGNS, PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT.

AS OWNER I HEREBY RESTRICT ALL LOTS AND BLOCKS SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT TO DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165, AS SHOWN ON THE LAND DIVISION MAPS IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OR ITS ASSIGNS.

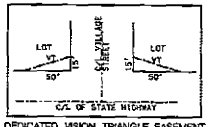






DEDICATED VISION (V.T.) TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET

DEDICATED VISION TRIANGLE EASEMENT RESTRICTIONS: THE PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION.



DEDICATED VISION TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET

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., and ch. Trans 233 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats.

Certified August 4th, 2000

Bernell M. Powell
Department of Administration

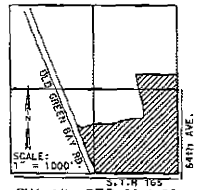
BASIS OF BEARING: THE SOUTH LINE OF THE SW¼ OF SEC. 22-1-22 WAS TAKEN TO BEAR S89°40'10"W.

N

0 100 200 300

SCALE 1" = 100'

LOCATION MAP



SW ¼ SEC. 22-1-22

LEGEND

- 2" x 30" IRON PIPE. 3.65 lbs/ft FT
- 1" FOUND IRON PIPE
- CONCRETE AREA
- EXISTING BUILDING
- V.T. DEDICATED VISION TRIANGLE EASEMENT (SEE DETAIL AND RESTRICTIONS
- C2 CURVE NO. SEE TABLE
- ACCESS PROHIBITED
- FOR 10' OR 20' DEDICATED UTILITY EASEMENTS, THEY ARE 5' AND 10' EITHER SIDE OF PROPERTY LINE
- (1) TANGENT LINE (SEE TABLE)

NOTES:

1. TOTAL PARCEL OF LAND INCLUDED IN THE PLAT CONTAINING 37.749 ACRES.
2. DIRECT VEHICULAR ACCESS TO S.T.H. 165 AND OLD GREEN BAY RD. BY ANY LOT IS PROHIBITED.
3. ALL LOTS TO BE SERVED BY SANITARY SEWER.
4. EXISTING ZONING IS R-4, R-6, R-10, AND B-10 (UHO). SURROUNDING AREA ZONING CONSISTING OF A-1, AGRICULTURAL PRESERVATION DISTRICT AND R-4.
5. LOTS 1 AND 13 ARE LIMITED AS TO THE SIZE AND PLACEMENT OF STRUCTURES.
6. LOTS 1, 6, 8, 20, 21, 33 AND 34 HAVE AN ACCESS RESTRICTION. NO DIRECT VEHICULAR ACCESS SHALL BE PERMITTED AS MEASURED 100' FEET FROM THE CENTERLINE OF THE ADJACENT R-4-M INTERSECTION.
7. THE 50' DEDICATED LANDSCAPE AND BERM EASEMENT IS A STRIP RESERVED FOR THE CONSTRUCTION OF A BERM, PLANTING OF TREES AND SHRUBS.
8. OUTLOTS 1 & 2 SHALL BE OWNED AND MAINTAINED BY THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. AND OUTLOT 3 OWNED BY MEADOWLANDS CONDOMINIUM OWNERS ASSOCIATION, INC.
9. THE HOMEOWNER'S ASSOCIATION OF MEADOWLANDS WILL BE KNOWN AS MEADOWLANDS HOMEOWNER'S ASSOC., INC.
10. EXISTING 64TH AVENUE RIGHT-OF-WAY TO BE VACATED SHALL BE RESTORED AT THE DEVELOPER'S EXPENSE.
11. ALL OTHER LOT CORNERS ARE MARKED BY 1" x 24" SOLID IRON PIPE. 1.13 lbs/lin ft

WISCONSIN BRADFORD L. SPENCER S-2069 MUKWONAGO WI LAND SURVEYOR

8/3/00

REV. 8/03/00
SHEET 1 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

#46446

DOCUMENT NUMBER

1192066

PLAT-SUBDIVISION

RECORDED
At Kenosha County, Kenosha, WI
Linda L. Ostrich, Register of Deeds
on 2/28/2000 at 10:00AM
JACKIE

$50.00

BOOK PAGE(S)

383

MEADOWLANDS

BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS, EASEMENTS AND RESTRICTIVE COVENANTS PROVISIONS

1. THE FEE INTEREST IN THE AREAS SHOWN AS A DEDICATED PUBLIC STREET ON THIS PLAT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER, MEADOWLANDS, LLC (REFERRED TO AS "THE DEVELOPER") TO THE VILLAGE OF PLEASANT PRAIRIE, ITS SUCCESSORS AND ASSIGNS (THE "VILLAGE") FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF PUBLIC STREET IMPROVEMENTS, USES AND PURPOSES, INCLUDING, WITHOUT LIMITATION, PAVEMENTS, CURBS AND GUTTERS, MEDIANS, ISLANDS, SIDEWALKS, STREET SIGNS AND ARTERIAL STREET LIGHTING, SANITARY SEWERAGE SYSTEM IMPROVEMENTS, WATER SYSTEM IMPROVEMENTS, STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, MAILBOXES, UTILITY AND COMMUNICATION FACILITIES, TREES AND OTHER LANDSCAPING, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE ACTIVITIES, SUCH FEE INTEREST IS SUBJECT TO THE FOLLOWING: (1) A TEMPORARY NONEXCLUSIVE EASEMENT CONSTRUCTIVE WITH THE AREAS OF EACH DEDICATED PUBLIC STREET HEREBY RETAINED BY THE DEVELOPER FOR THE CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF SUCH IMPROVEMENTS AS MAY BE REQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE VILLAGE (THE "DEVELOPMENT AGREEMENT"), OR AS REQUIRED BY THE BUILDING INSPECTOR OF THE VILLAGE TO PERFORM THE SAME FUNCTIONS; (2) A NONEXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE OWNERS OF LOTS OR OUTLOTS SHOWN ON THIS PLAT WHICH ARE ADJACENT TO EACH SUCH DEDICATED PUBLIC STREET LAND FOR THE PURPOSES OF INGRESS AND EGRESS TO AND FROM SAID DIVIDED FROM ANY SUCH OUTLOT WITH THE APPROVAL OF THE VILLAGE WITHIN AREAS ADJACENT TO ANY SUCH PUBLIC STREET FOR THE PLANTING AND MAINTENANCE OF GRASS, THE MAINTENANCE AND REPLANTING OF STREET TREES AND THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF SIDEWALKS IN THE AREA BETWEEN THE ROADWAY EDGE AND THE LOT OR OUTLOT FOR THE CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND USE OF SUCH DRIVEWAYS IN THE AREA BETWEEN THE ROADWAY AND THE LOT OR OUTLOT AS ARE APPROVED BY THE VILLAGE AND AS WILL NOT INTERFERE WITH THE PUBLIC IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE, AND ALL RIGHT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME PLANTING, REPLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, MAINTENANCE AND USE FUNCTIONS; (3) A NONEXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. (REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION") WITH RESPECT TO THE CUL-DE-SAC BULB AREAS ON THIS FINAL PLAT FOR THE PURPOSES OF PLANTING, INSTALLING, MAINTAINING AND REPLACING LANDSCAPE ELEMENTS IN ACCORDANCE WITH VILLAGE-APPROVED PLANS, AND ALL RELATED INGRESS AND EGRESS, AND (4) A NON-EXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE CONDOMINIUM OWNER'S ASSOCIATION FOR THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF SIGNAGE, IF INSTALLED, WITHIN THE NON-ROADWAY AREAS OF THE DEDICATED PUBLIC STREETS SHOWN ON THIS PLAT, IN ACCORDANCE WITH VILLAGE-APPROVED PLANS AND SPECIFICATIONS, AND ALL RELATED INGRESS AND EGRESS, SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME FUNCTIONS AND IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE UNDER ITS PER INTEREST IN THE DEDICATED PUBLIC STREETS AND THE RIGHTS OF THE DEVELOPER, THE HOMEOWNER'S ASSOCIATION, THE CONDOMINIUM OWNERS ASSOCIATION, OR OF THE OWNER OF ANY LOT OR OUTLOT PURSUANT TO THE EASEMENTS HEREIN RECITED, THE RIGHTS OF THE VILLAGE SHALL BE DEEMED TO BE SUPERIOR.

THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF THE PUBLIC STREET IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, PAVEMENTS, CURBS AND GUTTERS, MEDIANS, ISLANDS, SIDEWALKS, STREET SIGNS AND ARTERIAL STREET LIGHTING, SANITARY SEWERAGE SYSTEM IMPROVEMENTS, WATER SYSTEM IMPROVEMENTS, STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, MAILBOXES, UTILITY AND COMMUNICATION FACILITIES, TREES AND STREET SIGNS, LIGHTS, AND TREES AND FOR ALL RELATED INGRESS AND EGRESS, AS REQUIRED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT.

2. THE FEE INTEREST IN THE AREA SHOWN ON THIS PLAT AS OUTLOT 2 IS HEREBY DEDICATED, GIVEN, GRANTED, AND CONVEYED BY THE DEVELOPER TO THE CONDOMINIUM OWNER'S ASSOCIATION, SUCH FEE INTEREST SHALL BE SUBJECT TO: (1) RESTRICTIVE COVENANTS IMPOSED ON THIS PLAT FOR SUCH AREAS AND (2) AN EASEMENT DEDICATED ON THIS PLAT TO THE VILLAGE FOR STORMWATER RETENTION IMPROVEMENTS, USES AND PURPOSES, AND/OR ACCESS AND MAINTENANCE PURPOSES, AND/OR PUBLIC STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND/OR PLANTING AND LANDSCAPE PURPOSES AND (3) A TEMPORARY NONEXCLUSIVE EASEMENT WITH THE AREA SHOWN AS OUTLOT 2 ON THIS PLAT HEREBY RETAINED BY THE DEVELOPER FOR STORMWATER RETENTION IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, MAINTENANCE, INGRESS AND EGRESS.

DEDICATED LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

A PERPETUAL NONEXCLUSIVE EASEMENT CO-EXTENSIVE WITH EACH AREA SHOWN ON THIS PLAT AS A DEDICATED 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR THE PURPOSES OF PLANTING AND INSTALLING TREES, SHRUBS AND OTHER LANDSCAPE ELEMENTS AND ALL RELATED INGRESS AND EGRESS, GRADING, REPLACEMENT, AND MAINTENANCE ACTIVITIES. NOTWITHSTANDING SUCH EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO EXERCISE IT'S RIGHT UNDER THESE EASEMENTS.

DEDICATED VISION TRIANGLE EASEMENT PROVISIONS

A PERPETUAL EASEMENT COEXTENSIVE WITH EACH AREA SHOWN ON THIS PLAT AS A DEDICATED VISION TRIANGLE EASEMENT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR THE PURPOSES OF PRESERVING AND MAINTAINING A CLEAR FIELD OF VISION, FROM THE STANDPOINT OF MOTORISTS, OVER AND ACROSS SUCH AREAS. THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS SHALL TAKE PRECEDENCE OVER THE RIGHT OF ANY OTHER PERSONS OR ENTITIES IN THESE VISION TRIANGLE EASEMENT AREAS.

DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT ON LOTS 15, 26, 29 AND OUTLOT 2 ON THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR SANITARY SEWER, ACCESS AND MAINTENANCE PURPOSES, PUBLIC SANITARY SEWER SYSTEM, CONVEYANCE, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE SANITARY SEWER EASEMENTS SHALL BE EXCLUSIVE EXCEPT FOR THE PLANTING RIGHTS, AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE OWNER(S) OF THE LOTS ON WHICH THE EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF ANY LOT OR OUTLOT WITH RESPECT TO DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES IT'S RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

DEDICATED UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED UTILITY EASEMENT AREAS ON THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC. (AT&T WISCONSIN) AND TIME WARNER ENTERTAINMENT COMPANY, L.P. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATION GRANTEES"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, RELOCATING AND MAINTAINING UTILITY AND COMMUNICATIONS LINES AND OTHER RELATED FACILITIES TO SERVE LOTS OR OUTLOTS, OR PORTION THEREOF SHOWN ON THIS FINAL PLAT AND FOR ANY RELATED INGRESS AND EGRESS. THIS EASEMENT SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES, AND ROOTS AS REASONABLY REQUIRED SO AS TO NOT INTERFERE WITH THE UTILITY AND COMMUNICATION GRANTEES USE OF THE EASEMENT AREAS. THE INSTALLATION OF ALL SUCH UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND. UPON THE INSTALLATION OF THE UTILITY CABLES AND RELATED APPURTENANCES, THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREAS SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES. THE GRANTOR SHALL RESTORE ALL DISTURBED AREAS OF THE SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES WITHIN THE EASEMENTS. THE LOCATION OF AREAS ON WHICH SUCH EASEMENTS ARE LOCATED AS DOES NOT INTERFERE WITH THE PURPOSE OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH AREAS BY THE UTILITY AND COMMUNICATIONS GRANTEES UNLESS A SEPARATE EASEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEES REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE GRANTEES. NO BUILDINGS, STRUCTURES OR STRUCTURES OF ANY KIND SHALL BE PERMITTED WITHIN THE UTILITY AND COMMUNICATIONS EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR APPROVAL AND PERMITTING. SUBJECT TO REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE RESTRICTIONS CONTAINED IN THIS PLAT, THE VILLAGE SHALL BE FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE ELIGIBLE FOR PERMITTING TO INSTALL, CONSTRUCT AND MAINTAIN PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PRE-EXISTING CONDITION, AS THE VILLAGE GRANTEES DO NOT REGRADE AND RESTORE ESSENTIAL UNDERLAYMENT AND STABILIZE CONDITION. THE DEVELOPER SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF THE RESTORATION AND MAINTENANCE OF THE PUBLIC STREETS AND RESPECTIVE UTILITY COMPANY(IES). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY COMMENCE WORK OR PUTTING OF PUBLIC ROADWAYS AFTER THE DESIGNED AGGREGATE BASE COURSE IS INSTALLED, WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREAS. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN DEDICATED PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A 10' OR 20' DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT, AND DEDICATED STORM WATER MANAGEMENT AREAS ON LOTS 1 THROUGH 33 AND OUTLOTS 1 AND 3 ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR STORM WATER MANAGEMENT PURPOSES, PUBLIC STORM DRAINAGE WAYS AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS AND AREAS SHALL BE EXCEPT FOR THE PLANTING RIGHTS, AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE OWNER(S) OF THE LOTS ON WHICH THE EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF ANY LOT OR OUTLOT WITH RESPECT TO THE DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE STORMWATER IMPROVEMENTS INSTALLED WITHIN THE EASEMENT AREAS UNTIL SUCH TIME AS THE LOTS (OR OUTLOTS) ARE TRANSFERRED IN OWNERSHIP AND SUCH MAINTENANCE RESPONSIBILITY IS THEN TRANSFERRED TO THE NEW LOT OR OUTLOT OWNER.

DEDICATED PUBLIC STREETS PROVISIONS

EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED PUBLIC STREET ON THIS PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE VILLAGE TO THE DEVELOPER FOR HIGHWAY PAVEMENT AND CURB AND GUTTER IMPLEMENTS, MAINS, STORM SEWER AND DRAINAGEWAY SYSTEM IMPROVEMENTS, AND USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES UNTIL SUCH IMPROVEMENTS ARE ACCEPTED AND DEDICATED TO AND ACCEPTED BY THE VILLAGE. THESE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR SUCH EASEMENTS AS ARE GRANTED HEREIN AND FOR SUCH PLANTING, CARE AND MAINTENANCE RIGHTS OF THE OWNER OF THE EASEMENT AREA BY THE LOT OR OUTLOT OWNER SHOWN ON THIS FINAL PLAT OR OTHER PERSONS AS MAY BE PERMITTED BY THE DEVELOPER OR THE VILLAGE, AS WILL NOT INTERFERE WITH THE USES AND PURPOSES OF THE VILLAGE, AND IS PERMITTED BY APPLICABLE VILLAGE ORDINANCE.

DEDICATED SIGNAGE, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL EASEMENTS COEXTENSIVE WITH EACH AREA SHOWN ON THIS FINAL PLAT ON LOT 1 AND OUTLOT 3 AS DEDICATED "DE MOR" SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR THE PURPOSES OF SIGNAGE INSTALLATION, MAINTENANCE, REMOVAL AND REPLACEMENT, INSTALLATION AND MAINTENANCE OF LIGHTING, PLANTING AND LANDSCAPE TREES, SHRUBS AND OTHER LANDSCAPE ELEMENTS AND ALL RELATED INGRESS AND EGRESS. THESE SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE EXCEPT FOR THE MAINTENANCE, ACCESS AND MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE EXCEPT FOR THE MAINTENANCE, REPLACEMENT AND REPAIR OF LIGHTING, PLANTING AND REPLACEMENT OF TREES, SHRUBS, AND OTHER LANDSCAPE ELEMENTS AND ALL RELATED INGRESS AND EGRESS, GRADING, REPLACEMENT AND MAINTENANCE ACTIVITIES WHICH SHALL BE REQUIRED BY THE DEVELOPER FOR THE PURPOSES OF SIGNAGE, INSTALLATION, MAINTENANCE, REMOVAL AND REPLACEMENTS INSTALLATION AND REPLACEMENT OF LIGHTING, PLANTING AND REPLACEMENT OF TREES, SHRUBS, AND OTHER LANDSCAPE ELEMENTS AND ALL RELATED INGRESS AND EGRESS, GRADING, REPLACEMENT AND MAINTENANCE ACTIVITIES. NOTWITHSTANDING SUCH EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO EXERCISE ITS RIGHTS UNDER THESE EASEMENTS.

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., and ch. Trans 233 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats.

Certified January 4th, 2000

Department of Administration

HOMEOWNER'S EASEMENT PROVISIONS

THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS, AND CONVEYS TO THE HOMEOWNER'S ASSOCIATION THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:

1. PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER, ACCESS AND MAINTENANCE EASEMENTS ON LOTS 1 THROUGH 33 ON THIS FINAL PLAT FOR THE PURPOSES OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR THE RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLAGE DESCRIBED BELOW AND FOR SUCH PLANTING, CARE AND MAINTENANCE OF THE STORM WATER ACCESS AND MAINTENANCE EASEMENT AREAS BY THE LOT OWNER SHOWN ON THIS FINAL PLAT OR OTHER PERSONS AS SHOWN ON THIS FINAL PLAT AND AS IS PERMITTED BY APPLICABLE VILLAGE ORDINANCE. THE VILLAGE SHALL HAVE NO OBLIGATION IN THE EVENT OF ANY CONFLICT BETWEEN THE CONDOMINIUM OWNER'S ASSOCIATION'S RIGHTS UNDER THE MAINTENANCE EASEMENTS GRANTED BY THIS PARAGRAPH AND THE RIGHTS OF THE VILLAGE UNDER THE DRAINAGE AND MAINTENANCE EASEMENTS DESCRIBED ABOVE. THE VILLAGE'S RIGHTS SHALL BE DEEMED SUPERIOR.

2. A PERPETUAL NONEXCLUSIVE EASEMENT CO-EXTENSIVE WITH THE AREA SHOWN AS A CUL-DE-SAC ISLAND IN EATH AVENUE FOR THE PURPOSES OF PLANTING, INSTALLING, MAINTAINING AND REPLACING LANDSCAPING ELEMENTS OF THE UTILITY AND COMMUNICATION GRANTEES. VILLAGE-APPROVED PLANS, AND ALL RELATED INGRESS AND EGRESS IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE VILLAGE, THE RIGHT OF THE VILLAGE SHALL BE DEEMED TO BE SUPERIOR.

3. A PERPETUAL NONEXCLUSIVE EASEMENT COEXTENSIVE WITH EACH AREA SHOWN AS DEDICATED STORMWATER, ACCESS, LANDSCAPING AND MAINTENANCE EASEMENT LOCATED ON LOTS 1-13 FOR THE PURPOSES OF SIGNAGE INSTALLATION, MAINTENANCE, REMOVAL AND REPLACEMENT; INSTALLING AND REPLACING LANDSCAPE ELEMENTS; REMOVAL AND REPLACEMENT; INSTALLING AND REPLACING LANDSCAPE ELEMENTS; AND ALL RELATED INGRESS AND EGRESS GRADING, REPLACEMENT AND MAINTENANCE ACTIVITIES. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE VILLAGE OR OF THE UTILITY AND COMMUNICATIONS GRANTEES, THE RIGHTS OF THE VILLAGE AND THE UTILITY AND COMMUNICATIONS GRANTEES SHALL BE DEEMED TO BE SUPERIOR.

4. A PERPETUAL NON-EXCLUSIVE EASEMENT, COEXTENSIVE WITH EACH AREA SHOWN ON THE PLAT AS A DEDICATED 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT LOCATED ON LOTS 1-13 FOR THE PURPOSES OF PLANTING, INSTALLING, MAINTAINING AND REPLACING TREES, SHRUBS, GRASS OR OTHER LANDSCAPE ELEMENTS IN SUCH AREAS, IN ACCORDANCE WITH VILLAGE-APPROVED PLANS, AND ALL RELATED INGRESS AND EGRESS. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE VILLAGE OR OF THE UTILITY AND COMMUNICATIONS GRANTEES IN SUCH AREAS, THE RIGHTS OF THE VILLAGE AND THE UTILITY AND COMMUNICATIONS GRANTEES SHALL BE DEEMED TO BE SUPERIOR.

RESTRICTIVE COVENANTS

1. MEADOWLANDS, LLC, (REFERRED TO AS THE "DEVELOPER") HEREBY COVENANTS THAT THE OWNERSHIP OF LOTS 1 THROUGH 33 SHOWN ON THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE STORMWATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT AREAS LOCATED ON LOT 34 AND OUTLOT 3 FOR THE STORM WATER DRAINAGE/DETENTION BASIN IN ACCESS AND MAINTENANCE EASEMENT ON OUTLOT 3 WITHIN THIS FINAL PLAT IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER IN THE SUBDIVISION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION, MAINTAINING OR REMOVING ANY EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS; DITCHING TO MAINTAIN THE DRAINAGEWAYS; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING AND REPAIRING CATCH BASIN STRUCTURES; MOWING OF GRASS AND WEEDS; AND REMOVING OF SNOW FROM DRIVEWAYS. NO STRUCTURES SHALL BE ERECTED WITHIN THE STORM WATER DRAINAGE EASEMENT WITH SLOPES OR WATERWAYS WHICH IMPEDE THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS. UNLESS EXPRESS WRITTEN APPROVAL IS OBTAINED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS. IN THEIR CAPACITIES AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO MAINTENANCE OF LAND AND IMPROVEMENTS UPON THE TRANSFER OF SAID PROPERTIES TO THE LOT OWNERS AND THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH DRAINAGE MAINTENANCE ACTIVITIES, THE OWNER OF THE LOTS 1 THROUGH 33 RESPECTIVELY, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 OR 66.0627 OF THE WISCONSIN STATUTES OR SIMILAR PROVISIONS) OR THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

2. THE DEVELOPER HEREBY COVENANTS THAT THE OWNER'S OF LOTS 1 THROUGH 33 OF THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE LANDSCAPE ELEMENTS PLANTED AND INSTALLED IN THE CUL-DE-SAC ISLAND IN EATH AVENUE FROM 104TH STREET, IN THE DEDICATED 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT AREA LOCATED ON LOTS 1 AND 13 ADJACENT TO 104TH STREET IN ACCORDANCE WITH THE LANDSCAPE STANDARDS APPROVED BY THE VILLAGE. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION, WATERING, MOWING GRASS, WEEDING, REMOVING TRASH AND DEBRIS, TRIMMING TREES AND SHRUBS AND REPLACING DEAD OR DYING PLANT MATERIALS IN ACCORDANCE WITH SUCH STANDARDS. THIS RESTRICTIVE COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS IN THEIR CAPACITY AS OWNERS OF ANY OF THE ABOVE-REFERENCED LOTS SHOWN ON THIS PLAT AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE, AND BY THE HOMEOWNER'S ASSOCIATION. THE DEVELOPER LOTS HEREBY GIVES, GRANTS AND CONVEYS TO THE VILLAGE THE RIGHT OF ANY LANDSCAPING AND MAINTENANCE OBLIGATIONS THEY MAY HAVE AS OWNERS OF LOTS 1 THROUGH 33 OF THIS FINAL PLAT WITH RESPECT TO THE LANDSCAPING AND MAINTENANCE ACTIVITIES OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO EASEMENTS DESCRIBED IN THIS PLAT AND TO THE EXTENT THAT THE HOMEOWNER'S ASSOCIATION PERFORMS SUCH LANDSCAPING AND MAINTENANCE FUNCTIONS TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE OWNERS OF LOTS 1 THROUGH 33 RESPECTIVELY, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 OR 66.0627 OF THE WISCONSIN STATUTES OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

CONDOMINIUM OWNERS EASEMENT PROVISIONS

THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS AND CONVEYS TO THE MEADOWLANDS CONDOMINIUM OWNER'S ASSOCIATION, INC. (THE CONDOMINIUM OWNER'S ASSOCIATION") THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:

1. PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER, ACCESS AND MAINTENANCE EASEMENTS ON LOT 34 AND OUTLOT 3 ON THIS FINAL PLAT FOR THE PURPOSES OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR ALL RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLA

MEADOWLANDS

BEING PART OF THE SW 1/4 , SE 1/4 , AND NE 1/4 OF THE THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

#4688

DOCUMENT NUMBER
1192066

PLAT SUBDIVISION
RECORDED
At Kenosha County, Kenosha, WI
Louise L. Principe, Register of Deeds
on 8/25/2000 at 12:06PM
FEES $53.00
ZONE RECORDED

213

SURVEYOR'S CERTIFICATE

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, MAPPED AND DEDICATED THE FOLLOWING LAND HEREIN DESCRIBED BEING PART OF THE SW 1/4, SE 1/4, AND NE1/4 OF THE SW1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH1/4 CORNER OF SAID SECTION 22; THENCE WITH THE EAST LINE OF SAID SW1/4 N03°06'11"W, A DISTANCE OF 87.10' TO THE POINT OF BEGINNING; THENCE CONTINUING N03°06'11"W, A DISTANCE OF 1363.89' TO A POINT; THENCE S89°53'37"W, A DISTANCE OF 648.08' TO A POINT; THENCE S08°29'22"E, A DISTANCE OF 129.89' TO A POINT; THENCE S10°39'06"E, A DISTANCE OF 123.06' TO A POINT; THENCE S16°28'22"E, A DISTANCE OF 122.37' TO A POINT; THENCE S14°00'35"E, A DISTANCE OF 110.54' TO A POINT; THENCE S03°22'16"E, A DISTANCE OF 1015.9' TO A POINT; THENCE S00°57'58"W, A DISTANCE OF 128.10' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE LEFT, A LENGTH OF 283.42' TO A POINT, SAID CURVE HAVING RADIUS OF 733.00', A CHORD THAT BEARS S84°17'32"W, FOR A DISTANCE OF 281.66'; THENCE S73°12'55"W, A DISTANCE OF 124.87' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 227.93' TO A POINT, SAID CURVE HAVING A RADIUS OF 667.00', A CHORD THAT BEARS S83°00'17"W FOR A DISTANCE OF 226.82' THENCE WITH A CURVE TO THE LEFT A LENGTH OF 299.33' TO A POINT, SAID CURVE HAVING A RADIUS OF 674.00', A CHORD THAT BEARS S80°04'16.5"W FOR A DISTANCE OF 296.88'; THENCE S67°20'54"W, A DISTANCE OF 26.01' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 78.54' TO A POINT, SAID CURVE HAVING A RADIUS OF 50.00', A CHORD THAT BEARS N67°39'06"W FOR A DISTANCE OF 70.71'; THENCE S67°20'55"W, A DISTANCE OF 33.00' TO A POINT IN THE CENTERLINE OF OLD GREEN BAY ROAD; THENCE WITH SAID CENTERLINE S22°39'06"E, A DISTANCE OF 778.24' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF 104th STREET ALSO KNOWN AS S.T.H. "45"; THENCE WITH SAID RIGHT OF WAY N89°40'10"E, A DISTANCE OF 1367.89' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 37.749 ACRES MORE OR LESS.

I, FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF MEADOWLANDS, LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 22D DAY OF Aug. , 2000.

BRADFORD L. SPENCER,
REGISTERED LAND SURVEYOR, NO. 2069

WISCONSIN BRADFORD L. SPENCER S-2069 LAND SURVEYOR

OWNER'S CERTIFICATE

I, SCOTT SIMON, MANAGER OF MEADOWLANDS, LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1.) VILLAGE OF PLEASANT PRAIRIE

2.) WISCONSIN DEPARTMENT OF ADMINISTRATION

3.) WISCONSIN DEPARTMENT OF TRANSPORTATION

DATED THIS 24th DAY OF August , 2000.

SCOTT SIMON, MANAGER
MEADOWLANDS, LLC

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 24th DAY OF August , 2000 THE ABOVE NAMED SCOTT SIMON, MANAGER OF MEADOWLANDS, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AND ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-17-2002

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

I, FRIEDA M. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 24th DAY OF August , 2000 INCLUDED IN THIS PLAT OF MEADOWLANDS.

FRIEDA M. JACOBSON, TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, KATHLEEN M. GOESSL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 24 DAY OF August , 2000 INCLUDED IN THIS PLAT OF MEADOWLANDS.

KATHLEEN M. GOESSL, VILLAGE TREASURER

CERTIFICATE OF THE VILLAGE BOARD OF TRUSTEES

RESOLVED THAT THE PLAT KNOWN AS MEADOWLANDS, BEING A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, WHICH HAS BEEN FILED FOR APPROVAL, AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE AND THAT ANY AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION NUMBER 00- ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS 21st DAY OF August , 2000.

JOHN P. STEINBRINK, PRESIDENT

JANE M. ROMANOWSKI, CMC, VILLAGE CLERK

DEVELOPER'S NOTE

THE FOLLOWING DEVELOPER'S NOTE HAS ALSO BEEN INCLUDED AND REFERENCED IN THE DEVELOPEMENT AGREEMENT ENTERED INTO BETWEEN MEADOWLANDS, LLC AND THE VILLAGE: THE DEVELOPER OF THIS FINAL PLAT HAS BEEN NOTIFIED OF A POSSIBLE ADVERSE POSSESSION CLAIM BY AN ADJACENT PROPERTY OWNER (HEREINAFTER "THE POTENTIAL ADVERSE POSSESSION CLAIM IMPACTS ONLY A PORTION OF SOME OF THE LOTS IN THE DEVELOPMENT AND THE IMPACTED AREA IS DESCRIBED ON EXHIBIT P OF THE DEVELOPMENT AGREEMENT (COLLECTIVELY, THE AREA IMPACTED BY THE POTENTIAL ADVERSE POSSESSION CLAIM IS HEREINAFTER THE "IMPACTED AREA"). THE DEVELOPER HAS INFORMED THE VILLAGE, THAT THE DEVELOPER PREVIOUSLY RECEIVED A DEED WHICH EXISTED THAT THE DEVELOPER IS THE RECORD OWNER OF THE IMPACTED AREA AND THAT THE DEVELOPER HAS A TITLE INSURANCE POLICY WHICH STATES THAT THE DEVELOPER IS THE RECORD OWNER OF THE IMPACTED AREA. THE DEVELOPER AND THE VILLAGE HAVE AGREED THAT THE POTENTIAL ADVERSE POSSESSION CLAIM IS A CIVIL MATTER WHICH MUST BE RESOLVED BY THE CLAIMING PARTY AND THE DEVELOPER. THE DEVELOPER HEREBY AGREES NOT TO SELL ANY LOTS WHICH ARE LOCATED EITHER ENTIRELY OR PARTIALLY IN THE IMPACTED AREA UNTIL THE EARLIER TO OCCUR OF (I) THE DATE UPON WHICH THE CLAIMING PARTY AND THE DEVELOPER ENTER INTO A SETTLEMENT AGREEMENT OR SIMILAR AGREEMENT PURSUANT TO WHICH THE POTENTIAL ADVERSE POSSESSION CLAIM IS RESOLVED, (II) THE DATE UPON WHICH A COURT OF COMPETENT JURISDICTION ISSUES A RULING WHICH STATES THAT THE DEVELOPER OWNS FEE SIMPLE TITLE TO THE IMPACTED AREA AND THE APPEAL PERIOD FOR SUCH RULING EXPIRES, (III) THE DATE UPON WHICH THE CLAIMING PARTY WITHDRAWS ITS POTENTIAL ADVERSE POSSESSION CLAIM OR (IV) THE DATE UPON WHICH THE AMENDED PLAT, AS HEREAFTER DEFINED, IS FULLY EXECUTED BY ALL APPLICABLE PARTIES. IF THE DEVELOPER DETERMINES THAT IT DOES NOT WANT TO CONTEST THE POTENTIAL ADVERSE POSSESSION CLAIM, THEN THE DEVELOPER SHALL: SUBMIT AN "AMENDED PLAT" TO THE VILLAGE, WHICH THE VILLAGE SHALL EXECUTE AND DELIVER PROVIDED (a) THE AMENDED PLAT ADJUSTS THE LOT LINES OF THE LOTS WITHIN THE IMPACTED AREA SO THAT NO PORTIONS OF THE LOTS ARE WITHIN THE IMPACTED AREA AND PROVIDES THE LOT ADJUSTMENTS COMPLY WITH ALL OTHER APPLICABLE LAWS, STATUTES AND ORDINANCES EXISTING AS OF THE DATE OF THE AMENDED PLAT, (b) ANY EASEMENTS WITHIN THE IMPACTED AREA WHICH WERE ESTABLISHED FOR THE BENEFIT OF THE DEVELOPER OR THE DEVELOPMENT AFTER THE DATE UPON WHICH THE DEVELOPER ACQUIRED TITLE TO THE IMPACTED AREA ARE RELOCATED SO THAT SUCH EASEMENTS ARE NOT WITHIN THE IMPACTED AREA AND (c) THE DRAINAGE FOR THE DEVELOPMENT IS REENGINEERED IN ACCORDANCE WITH ALL APPLICABLE LAWS, STATUTES AND ORDINANCES. DEVELOPER HEREBY AGREES TO INDEMNIFY AND HOLD THE VILLAGE HARMLESS AS THE RESULT OF ANY LOSSES, COSTS OR EXPENSES INCURRED BY THE VILLAGE AS A RESULT OF THE CLAIMING PARTIES POTENTIAL ADVERSE POSSESSION CLAIM.

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BRG.	LENGTH OF CHD.	TANGENT IN	TANGENT OUT
1 BND N R/W C/L S R/W LOT 33	22°08'14" 21°55'42" 22°01'58" 21°51'30" 09°47'28"	733.00 700.00 667.00 733.00	283.42 391.78 370.84 125.26	S84°17'32"W N89°11'16"E N89°14'57.5"E N89°08'26"W S78°44'01"E	281.66 403.41 388.89 368.08 126.11	N84°37'51"W N73°12'55"E N73°12'55"E N73°12'55"E S84°37'51"E	S73°12'55"W S74°50'23"E S74°43'00"E S73°12'55"W S74°50'23"E
2 BND. C/L S R/W	18°34'44" 18°34'44" 18°34'44"	667.00 700.00 733.00	227.93 238.20 250.48	S83°00'17"W N83°00'17"E S83°00'17"W	226.82 238.04 249.36	S73°12'55"W S87°12'21"E S73°12'55"W	N87°12'21"W N73°12'55"E N87°12'21"W
3 BND. C/L S R/W	25°26'45" 25°26'45" 25°26'45"	674.00 641.00 608.00	299.33 284.69 270.02	S80°04'16.5"W N80°04'16.5"E S80°04'16.5"W	296.88 282.34 267.81	N67°12'21"W N87°12'21"W N87°12'21"W	S67°20'54"W S87°20'54"W S87°20'54"W
4	90°00'00"	50.00	78.54	N67°39'06"W	70.71	S67°20'54"W	N22°39'06"E
5	90°00'00"	50.00	78.54	S22°20'54"W	70.71	S67°20'54"W	S22°39'06"E
6	90°00'00"	20.00	31.42	N45°18'50"W	28.28	S89°40'10"W	N00°19'50"W
7	90°00'00"	20.00	31.42	N44°40'10"E	28.28	N89°40'10"E	N00°19'50"W
8 C/L E R/W W R/W LOT 1 LOT 2 LOT 3	15°21'23" 15°21'23" 15°21'23" 00°25'42" 07°48'45" 07°06'06"	775.00 808.00 742.00 808.00 808.00 808.00	207.71 216.56 198.63 6.00 110.40 100.16	N08°00'31.5"W N08°00'31.5"W N08°00'31.5"W N00°32'56"W N04°40'13.5"W N12°08'09"W	207.09 215.91 198.28 6.00 110.32 100.09	N00°19'50"W N00°19'50"W N00°19'50"W N00°19'50"W N00°45'25"W N08°35'05"W	N15°41'13"W N15°41'13"W N15°41'13"W N15°41'13"W N08°35'05"W N15°41'13"W
9 C/L E R/W W R/W LOT 3 LOT 4 LOT 5 LOT 6	31°31'11" 29°32'25" 29°17'40" 00°32'36" 07°59'31" 07°42'56" 13°16'20"	800.00 767.00 833.00 767.00 767.00 767.00 787.00	444.75 395.48 425.90 7.27 106.99 103.62 177.68	N00°41'22.5"E N00°56'06.5"W N01°02'23"W N15°24'55"W N11°08'51.5"W N03°17'07"W N07°13'02"E	439.05 391.04 421.28 7.27 106.99 103.44 177.27	N15°41'13"W N15°41'13"W N15°41'13"W N15°41'13"W N15°08'27"W N07°09'06"W N00°34'52"E	N16°09'58"E N15°41'13"W N13°36'27"E N15°08'27"W N07°09'06"W N00°34'52"E N13°51'12"E
10	88°32'12"	20.00	30.91	N30°39'39"W	27.92	N13°36'27"E	N74°55'45"W
11	84°27'46"	20.00	29.48	N56°05'08"E	26.88	N13°51'12"E	S81°41'02"E
12	98°55'34"	20.00	34.53	N33°17'45"W	30.40	N82°45'32"W	N16°10'02"E
13	88°59'39"	20.00	31.07	N60°39'47.5"E	28.04	S74°50'23"E	N15°09'58"E
14 C/L. E R/W W R/W LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 31 LOT 32 LOT 33	34°53'49" 34°53'49" 34°53'49" 05°11'09" 09°55'25" 09°58'13" 09°12'45" 00°36'02" 11°08'42" 14°15'27" 08°55'40"	600.00 633.00 567.00 567.33 633.00 633.00 633.00 633.00 567.00 567.00 567.00	365.44 385.84 345.34 51.33 109.64 110.19 101.78 6.63 110.28 140.70 88.35	N01°16'56.5"W N01°16'56.5"W N01°16'56.5"W N13°34'16.5"E N06°00'52.5"E N03°55'06.5"W N13°51'26"W N19°20'56"W N00°19'50"W N00°19'50"W N11°42'08"E	359.82 379.81 340.03 51.32 109.50 110.01 101.68 6.63 110.12 140.29 88.26	N15°09'58"E N15°09'58"E N15°09'58"E N16°09'58"E N10°58'35"E N01°03'19"E N08°58'03"W N19°07'48"W N18°43'51"W N15°09'58"E N16°09'58"E	N18°43'51"W N18°43'51"W N18°43'51"W N16°09'58"E N01°03'19"E N08°58'03"W N19°07'48"W N18°43'51"W N15°09'58"E N16°09'58"E N07°14'18"E
15 C/L. E R/W W R/W LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 OUTLOT 2	18°37'28" 18°37'28" 18°37'28" 10°21'27" 08°16'01" 05°06'20" 09°38'28" 02°58'42" 02°02'15"	600.00 567.00 633.00 567.00 567.00 633.00 633.00 633.00 567.00	195.04 184.31 209.57 102.65 81.68 57.47 106.40 32.90 20.16	N09°26'06.5"W N09°25'06.5"W N09°26'06.5"W N13°32'57.5"W N17°34'16.5"E N03°09'33"W N15°58'56.5"W N17°14'39"W N07°20'56.5"W	194.18 183.50 208.66 102.41 81.56 57.42 105.28 32.90 20.16	N18°43'51"W N18°43'51"W N18°43'51"W N18°43'51"W N05°17'49"W N05°17'49"W N13°43'09"W N15°43'09"W N08°22'04"W	N00°06'22"W N00°06'22"W N00°06'22"W N08°22'04"W N00°06'22"W N00°06'22"W N05°17'49"W N08°17'49"W N08°17'49"W
16 C/L. C/L 6 C/L W W R/W S R/W LOT 6 LOT 7 LOT 27	18°34'25" 14°46'51" 03°37'34" 10°21'53" 11°20'03" 00°58'54" 05°26'29" 10°21'53"	800.00 800.00 800.00 767.00 833.00 833.00 833.00 767.00	257.01 206.38 50.63 138.79 166.32 21.41 79.11 138.75	S83°55'12.5"E S89°43'58.5"E S76°31'47"E N89°56'28.5"E S87°24'13.5"E S84°56'51"E N89°35'49.5"E N87°56'28.5"W	255.91 205.81 50.62 138.56 166.09 21.17 79.08 138.56	S74°43'00"E S78°30'34"E S74°43'00"E S86°52'35"W S86°52'35"W S81°41'02"E S81°41'02"E S87°40'56"E	N86°52'35"E N86°52'35"E S78°30'34"E N86°52'35"E N86°52'35"E N86°52'35"E N86°52'35"E N82°45'32"W
17	88°56'45"	20.00	31.41	S41°53'12"W	28.28	S03°06'11"E	S86°52'35"W
18	90°01'14"	20.00	31.41	S48°06'48"E	28.28	N86°52'35"E	S03°06'11"E
19	78°27'47"	30.00	41.08	S36°07'42.5"W	37.95	S03°06'11"E	S75°21'36"W
20 R/W LOT 12 LOT 13	202°31'08" 05°51'40" 195°39'29"	75.00 75.00 75.00	265.10 8.95 256.12	S25°53'58"E S71°55'46"W S29°19'48"E	147.11 8.98 146.60	S75°21'36"W S75°21'36"W S68°29'56"W	N52°50'28"E S68°29'56"W N52°50'28"E
X1 R/W LOT 14 LOT 15	60°06'03" 39°09'55" 20°50'08"	66.00 66.00 66.00	69.13 45.12 24.00	N26°53'50.5"E N31°18'54.5"E N07°13'02"E	66.00 44.24 23.87	N03°06'11"W N11°42'56"E N03°06'11"W	N56°53'52"E N56°53'52"E N17°43'56"E

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., and ch. Trans 233 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats.

Certified August 9th , 20 00

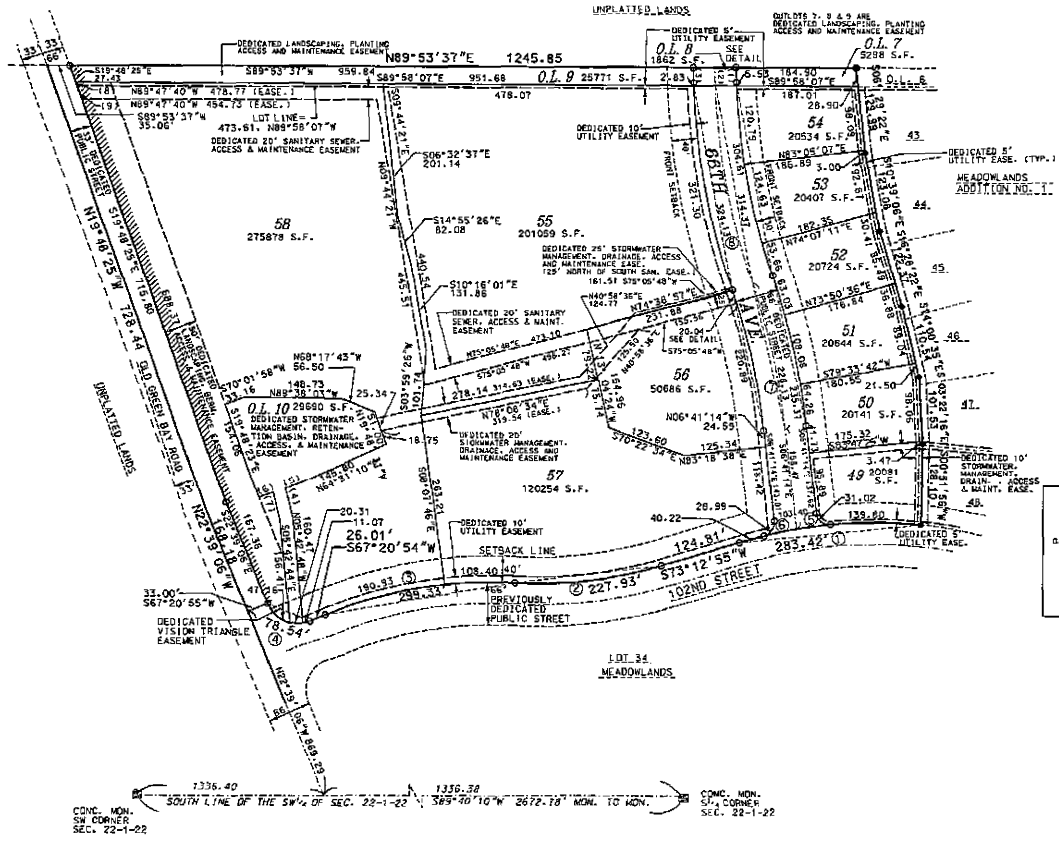
Department of Administration

REV. 8/03/00
SHEET 3 OF 3

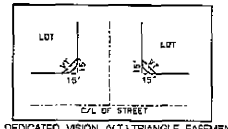
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

MEADOWLANDS ADDITION NO. 2

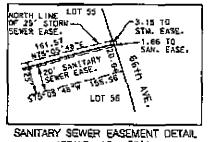
PART OF THE SW¼, SE¼, NW ¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



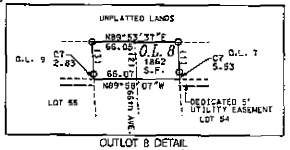
DEDICATED VISION TRIANGLE EASEMENT RESTRICTIONS:
THE PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION.



DEDICATED VISION (V.T.) TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET



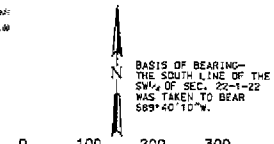
SANITARY SEWER EASEMENT DETAIL (SCALE: 1" = 50')



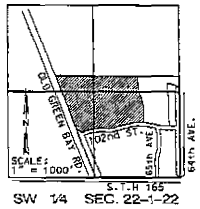
OUTLOT 8 DETAIL (SCALE: 1" = 50')

TANGENT TABLE

NO.	DISTANCE	BEARING
(1)	22.76	S02°18'39"E
(2)	24.03	N02°18'39"W
(3)	25.30	N02°18'39"W
(4)	48.86	N14°06'56"W
(5)	25.25	N70°11'37"E
(6)	24.65	N70°11'04"E
(7)	45.40	S14°07'14"E
(8)	6.27	S19°48'25"E
(9)	21.23	N19°48'25"W



LOCATION MAP



SW ¼ SEC. 22-1-22

LEGEND

•	2" IRON PIPE FOUND
o	2"x36" IRON PIPE SET 5.65#/L.F.
V.T.	DEDICATED VISION TRIANGLE EASEMENT (SEE DETAIL AND RESTRICTIONS
(6)	CURVE NO. SEE TABLE
(5)	TANGENT NO. SEE TABLE

NOTES:

1. TOTAL PARCEL OF LAND INCLUDED IN THE PLAT CONTAINING 20.882 ACRES+/-.
2. ALL LOTS TO BE SERVED BY SANITARY SEWER.
3. EXISTING ZONING IS R-6, AND R-11, AND SURROUNDING AREA ZONING CONSISTING OF A-1, AGRICULTURAL PRESERVATION DISTRICT, R-10 AND R-4.
4. OUTLOT 10 SHALL BE OWNED AND MAINTAINED BY THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC.
5. THE HOMEOWNER'S ASSOCIATION OF MEADOWLANDS WILL BE KNOWN AS MEADOWLANDS HOMEOWNER'S ASSOC., INC.
6. ALL OTHER LOT CORNERS ARE MARKED BY 1"x24" SET IRON PIPE, 1.13 LBS/L.F.
7. DIRECT VEHICULAR ACCESS TO OLD GREEN BAY ROAD BY ANY LOT IS PROHIBITED.

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.

Certified August 17th, 20 01

Department of Administration

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

DEVELOPER/OWNER:
MEADOWLANDS, LLC
C/O SCOTT SIMON
W.331 S.4060 CONNEMARA DR.
DOUSMAN, WI 53118

WISCONSIN BRADFORD L. SPENCER S-2069 Mukwonago WI LAND SURVEYOR

7/6/01

REV. 8/16/01
REV. 7/6/01
REV. 6/6/01
REV. 5/14/01
DATE 1/22/01
SHEET 1 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

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.

Certified August 17th, 20 01

Ben W. Power
Department of Administration

MEADOWLANDS ADDITION NO. 2

PART OF THE SW¼ , SE¼ , NW ¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS, EASEMENTS PROVISIONS

1. THE FEE INTEREST IN THE AREAS SHOWN AS A DEDICATED PUBLIC STREET ON THIS PLAT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER, MEADOWLANDS, LLC. (REFERRED TO AS "THE DEVELOPER") TO THE VILLAGE OF PLEASANT PRAIRIE, ITS SUCCESSORS AND ASSIGNS (THE "VILLAGE") FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF PUBLIC STREET IMPROVEMENTS, USES AND PURPOSES, INCLUDING, WITHOUT LIMITATION, PAVEMENT, CURBS AND GUTTERS; SIDEWALKS, STREET SIGNS AND LIGHTS; SANITARY SEWER SYSTEM IMPROVEMENTS; STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS; WATER SYSTEM IMPROVEMENTS; STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS; MAILBOXES; UTILITY AND COMMUNICATION FACILITIES; STREET TREES AND OTHER LANDSCAPING; AND FOR ALL RELATED INGRESS AND EGRESS; FOR CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF SLOPES. SUCH FEE INTEREST IS SUBJECT TO THE FOLLOWING: (1) A NON-EXCLUSIVE EASEMENT RESERVED TO THE DEVELOPER FOR THE PURPOSES OF THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF PUBLIC STREET IMPROVEMENTS, USES AND PURPOSES, INCLUDING, WITHOUT LIMITATION, PAVEMENT, CURBS AND GUTTERS; SIDEWALKS, STREET SIGNS AND LIGHTS; SANITARY SEWER SYSTEM IMPROVEMENTS; WATER SYSTEM IMPROVEMENTS; STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS; MAILBOXES; UTILITY AND COMMUNICATION FACILITIES; STREET TREES AND OTHER LANDSCAPING; AND FOR ALL RELATED INGRESS AND EGRESS; SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME FUNCTIONS; (2) A NON-EXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE OWNERS OF LOTS OR OUTLOTS SHOWN ON THIS PLAT WHICH ARE ADJACENT TO EACH SUCH DEDICATED PUBLIC STREET AND FOR THE OWNERS OF ANY LOTS OR OUTLOTS SUBSEQUENTLY DIVIDED FROM ANY SUCH OUTLOT WITH THE APPROVAL OF THE VILLAGE WHICH ARE ADJACENT TO ANY SUCH STREET, FOR THE PLANTING AND MAINTENANCE OF GRASS, THE MAINTENANCE AND REPLANTING OF STREET TREES AND THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF SIDEWALKS IN THE AREA BETWEEN THE ROADWAY AND THE LOT OR OUTLOT TO BE CONSTRUCTED, INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND USE OF SUCH DRIVEWAYS IN THE AREA BETWEEN THE ROADWAY AND THE LOT OR OUTLOT AS ARE APPROVED BY THE VILLAGE AND AS WILL NOT INTERFERE WITH THE PUBLIC IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE (ALL SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM THE SAME PLANTING, REPLANTING, CONSTRUCTION, INSTALLATION, REPAIR, CLEARANCE, MAINTENANCE AND REPLACEMENT FUNCTIONS); (3) A NON-EXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. (REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION") WITH RESPECT TO THOSE OUTLOTS CONVEYED TO THE HOMEOWNER'S ASSOCIATION AS SHOWN ON THIS PLAT AND AS SHOWN ON THE DECLARATIONS THAT ARE RECORDED AS DOCUMENT NO. 1010063 ON AUG. 2, 2001 IN THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, FOR PURPOSES OF PLANTING, INSTALLING, MAINTAINING AND REPLACING LANDSCAPE TREATMENTS IN SUCH OUTLOTS IN ACCORDANCE WITH VILLAGE-APPROVED PLANS, AND ALL RELATED INGRESS AND EGRESS (SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM SUCH FUNCTIONS); (4) A NON-EXCLUSIVE EASEMENT HEREBY RESERVED BY THE DEVELOPER FOR THE HOMEOWNER'S ASSOCIATION FOR THE CLEARANCE, MAINTENANCE, REPAIR AND REPLACEMENT OF ANY SIDEWALKS, INSTALLED WITHIN THE NON-ROADWAY AREAS OF THE DEDICATED PUBLIC STREETS SHOWN ON THIS PLAT, IN ACCORDANCE WITH VILLAGE-APPROVED PLANS AND SPECIFICATIONS, AND ALL RELATED INGRESS AND EGRESS (SUBJECT TO THE RIGHTS OF THE VILLAGE TO PERFORM SUCH FUNCTIONS); AND IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF SUCH LAKE UNDER ITS FEE INTEREST IN THE DEDICATED PUBLIC STREETS AND THE RIGHTS OF THE DEVELOPER, OR OF THE HOMEOWNER'S ASSOCIATION OR THE OWNERS OF LOTS OR OUTLOTS PURSUANT TO THE EASEMENTS RETAINED HEREIN, THE RIGHTS OF THE VILLAGE SHALL BE DEEMED TO BE SUPERIOR.

THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, PLANTING AND MAINTENANCE OF THE PUBLIC AND PRIVATE STREET IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, PAVEMENT, CURBS AND GUTTERS; STREET SIGNS AND LIGHTS; SANITARY SEWER SYSTEM IMPROVEMENTS; WATER SYSTEM IMPROVEMENTS; STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS; MAILBOXES; UTILITY AND COMMUNICATION FACILITIES AND STREET SIGNS; LIGHTS AND TREES AND FOR ALL RELATED INGRESS AND EGRESS REFERRED TO HEREIN, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT.

2. THE FEE INTEREST IN THE AREA SHOWN ON AS OUTLOT 10 ON THE FINAL PLAT AS A STORMWATER MANAGEMENT, RETENTION BASIN, DRAINAGE, ACCESS & MAINTENANCE EASEMENT IS DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE OWNERS OF LOTS 55, 56, 57 AND 58. SUCH FEE INTEREST IS SUBJECT TO: (1) RESTRICTIVE COVENANT IMPOSED ON THIS PLAT FOR SUCH AREAS; (2) AN EASEMENT DEDICATED ON THIS PLAT TO THE VILLAGE FOR STORMWATER RETENTION IMPROVEMENTS, USES AND PURPOSES, AND/OR ACCESS AND MAINTENANCE PURPOSES; AND/OR STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, USES AND PURPOSES; AND/OR LANDSCAPING, PLANTING, MAINTENANCE PURPOSES; AND (3) A TEMPORARY EASEMENT CO-EXTENSIVE WITH THE AREA SHOWN AS OUTLOT 10 ON THIS PLAT HEREBY RETAINED BY THE DEVELOPER FOR STORMWATER RETENTION IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE, AND INGRESS AND EGRESS.

IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THIS PLAT AND THE RIGHTS OF THE LOT OWNERS WITH RESPECT TO THIS EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THIS EASEMENT SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES ITS RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THIS EASEMENT.

DEDICATED LANDSCAPING, BERM, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

1. A PERPETUAL EASEMENT CO-EXTENSIVE WITH THE AREA SHOWN AS OUTLOT 7 OF THE FINAL PLAT IS HEREBY DEDICATED, GIVEN, GRANTED, CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR LANDSCAPING, PLANTING, ACCESS AND MAINTENANCE PURPOSES. THIS LANDSCAPING, BERM, ACCESS AND MAINTENANCE EASEMENT SHALL BE EXCLUSIVE EXCEPT FOR THE PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE OUTLOT 7 AREA WHICH SHALL BE PROVIDED BY LOT 54 BEING OUTLOT 7, AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES, PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER FOR THIS RIGHT TO PLANT AND THE RIGHTS OF THE VILLAGE PURSUANT TO THIS EASEMENT AND THE RIGHTS OF LOT OWNER 54 WITH RESPECT TO THIS EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THIS EASEMENT SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES ITS RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THIS EASEMENT.

2. A PERPETUAL EASEMENT CO-EXTENSIVE WITH THE AREA SHOWN AS OUTLOTS 8 AND 9 OF THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED, CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR LANDSCAPING, PLANTING, ACCESS AND MAINTENANCE PURPOSES. THIS LANDSCAPING, BERM, ACCESS AND MAINTENANCE EASEMENT SHALL BE EXCLUSIVE EXCEPT FOR THE PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE OUTLOT 8 AND 9 AREAS WHICH SHALL BE PROVIDED BY THE OWNER(S) OF LOTS 55, 56, 57, 58, AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES, PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THIS EASEMENT AND THE RIGHTS OF THE OWNER(S) OF LOTS 55, 56, 57, 58 WITH RESPECT TO THIS EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THIS EASEMENT SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES ITS RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THIS EASEMENT.

3. A PERPETUAL EASEMENT CO-EXTENSIVE WITH THE AREA SHOWN AS A 50 FOOT DEDICATED LANDSCAPING, BERM, ACCESS AND MAINTENANCE EASEMENT ON THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED, CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR LANDSCAPING, PLANTING, ACCESS AND MAINTENANCE PURPOSES. THIS LANDSCAPING, BERM, ACCESS AND MAINTENANCE EASEMENT SHALL BE EXCLUSIVE EXCEPT FOR THE PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREA WHICH SHALL BE REQUIRED BY THE OWNER(S) OF LOTS 55 THROUGH 58, AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES, PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT TO THIS EASEMENT AND THE RIGHTS OF THE OWNER(S) OF LOTS 55 THROUGH 58 WITH RESPECT TO THIS EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THIS EASEMENT SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES ITS RIGHTS GRANTED TO IT HEREUNDER, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THIS EASEMENT.

DEDICATED VISION TRIANGLE EASEMENT PROVISIONS

A PERPETUAL EASEMENT CO-EXTENSIVE WITH EACH AREA SHOWN ON THIS PLAT AS A DEDICATED VISION TRIANGLE EASEMENT IS HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR THE PURPOSES OF PRESERVING AND MAINTAINING A CLEAR FIELD OF VISION FOR THE STANDPOINT OF MOTORISTS, OVER AND ACROSS SUCH AREAS FOR THE BENEFIT OF THE VILLAGE PURSUANT TO THESE EASEMENTS SHALL TAKE PRECEDENCE OVER THE RIGHT OF ANY OTHER PERSONS OR ENTITIES IN THESE VISION TRIANGLE EASEMENT AREAS.

DEDICATED PUBLIC STREETS PROVISIONS

EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED PUBLIC STREET ON THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE VILLAGE TO THE DEVELOPER FOR STREET PAVEMENT AND CURB AND GUTTER IMPROVEMENTS, WATER, STORM SEWER AND DRAINAGE SYSTEM IMPROVEMENTS, AND USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS; CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES UNTIL SUCH IMPROVEMENTS ARE INSPECTED BY, DEDICATED TO AND ACCEPTED BY THE VILLAGE. THESE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR SUCH CO-EXTENSIVE EASEMENTS GRANTED HEREIN AND FOR SUCH USES, PLANTING, CARE AND MAINTENANCE OF THE EASEMENT AREA BY THE LOT OR OUTLOT OWNER SHOWN ON THIS FINAL PLAT OR OTHER FUTURE ROADWAY, STREET, DRIVEWAY OR OTHER SUCH USE AS APPROVED BY THE VILLAGE AS WILL NOT INTERFERE WITH THE USES AND PURPOSES OF THE VILLAGE, AND IS PERMITTED BY APPLICABLE VILLAGE ORDINANCE.

DEDICATED UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS DEDICATED UTILITY EASEMENT AREAS ON THIS FINAL PLAT ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE GRANTOR'S, TO THE WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC., (AT&T AMERITECH-WISCONSIN) AND TIME WARNER ENTERTAINMENT COMPANY, L.P. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND EASEMENT (COLLECTIVELY, THE "UTILITY AND COMMUNICATION GRANTEES"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATIONS LINES AND OTHER RELATED FACILITIES TO SERVE THE LOTS OR OUTLOTS. FOR PORTION THEREOF SHOWN ON THIS FINAL PLAT AND FOR ANY RELATED INGRESS AND EGRESS. THIS EASEMENT SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES AND ROOTS AS REASONABLY REQUIRED SO AS TO NOT INTERFERE WITH THE UTILITY AND COMMUNICATION GRANTEES USE OF THE EASEMENT AREAS. TO THE EXTENT POSSIBLE, ALL BURIED UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND. AFTER THE INSTALLATION OF THE UTILITY CABLES AND RELATED APPURTENANCES, THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREAS SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITY AND COMMUNICATIONS FACILITIES, UPON THE COMPLETION OF EACH SUCH EASEMENTS ARE LOCATED AS DOES NOT INTERFERE WITH THE PURPOSE OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATIONS GRANTEES UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEES REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE OWNERS OF THE BUILDINGS, PERICES, OR STRUCTURES OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE. SUBJECT TO APPROVAL OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS THAT SUCH PUBLIC USES AND PURPOSES OF THE VILLAGE. FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC IMPROVEMENTS LOCATED THEREIN THAT ARE DISTURBED BY SUCH COMPANY AT ITS OWN COST AND EXPENSE AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE UTILITY AND COMMUNICATION GRANTEES DO NOT RESTORE AND RESTORE THE EASEMENT AREAS TO A VEGETATIVELY STABILIZED CONDITION, THE DEVELOPER SHALL BE ULTIMATELY RESPONSIBLE FOR ALL THE COSTS OF SUCH RESTORATION AND MAY PURSUE REMEDIES AGAINST THE RESPECTIVE UTILITY COMPANY(IES) OWNING OR CONTROLLING SUCH PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CONDUCT ANY OPEN CUTTING OF PUBLIC ROADWAYS AFTER THE CRUSHED AGGREGATE BASE COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROPERLY RELOCATED AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

1. PERPETUAL NON-EXCLUSIVE EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS A 10' OR 20' DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT, AND DEDICATED STORMWATER MANAGEMENT, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT LOCATED ON OUTLOT 10 ON THIS FINAL PLAT AND ON LOTS 49 THROUGH 58 ARE HEREBY DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR STORMWATER MANAGEMENT PURPOSES, PUBLIC ORDINANCEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE SPECIFICALLY GRANTED AND CONVEYED HEREIN WITH RESPECT TO THE AREAS DESCRIBED THEREOF; (2) SUCH USE, PLANTINGS, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY LOT OR OUTLOT OWNERS ON WHICH SUCH EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE; (3) SUCH USES AND PURPOSES OF THE VILLAGE-APPROVED USES OF THE EASEMENT. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE DEVELOPER, THE RIGHTS OF THE VILLAGE PURSUANT THESE EASEMENTS AND THE RIGHTS OF OTHER LOT OR OUTLOT OWNERS OR ENTITIES WITH RESPECT TO THESE STORMWATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED SUPERIOR. UNLESS THE VILLAGE EXERCISES ITS RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF PUBLIC STORMWATER IMPROVEMENTS CONTAINED WITHIN THESE NON-EXCLUSIVE EASEMENTS UNTIL SUCH TIME AS THE LOT(S) OR OUTLOT(S) ARE TRANSFERRED TO THE DEVELOPER AND SUCH STORMWATER MANAGEMENT RESPONSIBILITY IS THEN TRANSFERRED TO THE NEW LOT OR OUTLOT OWNER.

2. THE FEE SIMPLE TITLE INTEREST IN THE AREAS SHOWN ON THIS FINAL PLAT AS STORMWATER RETENTION AREAS AND ADJACENT OUTLOTS AND AREAS SHOWN AS PRIVATE DRAINS ARE GRANTED AND CONVEYED BY THE DEVELOPER TO THE HOMEOWNER'S ASSOCIATION. THESE AREAS ARE SUBJECT TO THE EASEMENTS, DEDICATIONS, AND RIGHTS OF THE PRIVATE UTILITY AS IMPOSED BY THE FINAL PLAT. NOTWITHSTANDING SUCH EASEMENTS AND DEDICATIONS, THE VILLAGE SHALL HAVE NO OBLIGATIONS TO EXERCISE ITS RIGHTS WITH RESPECT TO THE AREAS RESERVED FOR EASEMENT AND OUTLOTS. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR COMPLETING ANY RELATED CONSTRUCTION, INSTALLATION, MISCELLANEOUS, LANDSCAPING AND ALL REQUIRED MAINTENANCE TO THESE EASEMENTS AND OUTLOTS. ALL ASPECTS OF STORMWATER DETENTION AREAS AS SHOWN ON THE PLAT ARE FINAL POSITION (as defined on Final Plat) OF THE FINAL PLAT SHALL BE PRESERVED, PROTECTED AND MAINTAINED. NO ACTIVITY OR CONDITION DETRIMENTAL TO THEIR FUNCTION AS STORMWATER DETENTION AREAS OR OTHER ACTIVITY OR CONDITION DETRIMENTAL TO THEIR FUNCTION AS STORMWATER DETENTION AREAS SHALL BE PERMITTED ON THE LANDS SHOWN ON THE PLAT OR ON THE SURROUNDING LANDS WITHOUT WRITTEN APPROVAL OF THE DEVELOPER AND VILLAGE. PRIOR TO THE TURNOVER OF THE LANDS DESCRIBED ON THE PLAT, THE DEVELOPER SHALL INSPECT SUCH AREAS. THE OBLIGATION CONTAINED WITHIN THIS SECTION AND AS IMPOSED BY THE FINAL PLAT SHALL RUN WITH THE LANDS, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE THEREOF SHALL BE RELIEVED OF ANY PRESERVATION, PROTECTION OR MAINTENANCE OBLIGATIONS THEY MAY HAVE AS OWNERS ONLY TO THE EXTENT THAT THE ASSOCIATION PERFORMS THE REQUIRED PRESERVATION, PROTECTION AND MAINTENANCE FUNCTIONS TO THE SATISFACTION OF THE VILLAGE. THE ASSOCIATION AND ITS MEMBERS SHALL BE BOUND BY THE ABOVE-MENTIONED COVENANTS AND SUCH SIMILAR COVENANTS AS ARE CONTAINED IN THE FINAL PLAT FOREVER.

#4631

DOCUMENT NUMBER

1010063

PLAT SUBDIVISION
RECORDED
AT 8:45 A.M. P.M.
Carolina L. Matacia, Kenosha, WI
Register of Deeds
BY 1010063 AT 1:45 PM
1903.00
RECORDED BOOK

HOMEOWNER'S EASEMENT PROVISIONS

THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS, AND CONVEYS TO THE HOMEOWNER'S ASSOCIATION THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:

1. PERPETUAL NON-EXCLUSIVE EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER, ACCESS AND MAINTENANCE EASEMENTS ON LOTS 49 THROUGH 54 ON THIS FINAL PLAT FOR THE PURPOSES OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR THE RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPAIR, REPLACEMENT AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLAGE DESCRIBED IN THE PRECEDING PARAGRAPHS, AND WITH RESPECT TO STORM WATER, CARE AND MAINTENANCE RESPONSIBILITIES BY THE OWNERS OF THE AFFECTED LOTS SHOWN ON THIS FINAL PLAT AND FOR PERMITTED STRUCTURES AND IMPROVEMENTS AND VILLAGE ORDINANCES. IN THE EVENT OF ANY CONFLICT BETWEEN THE HOMEOWNER'S ASSOCIATION'S RIGHTS UNDER THE MAINTENANCE EASEMENTS DESCRIBED BY THIS PARAGRAPH AND THE RIGHTS OF THE VILLAGE UNDER THE DRAINAGE AND MAINTENANCE EASEMENTS DESCRIBED ABOVE, THE VILLAGE'S RIGHTS SHALL BE DEEMED SUPERIOR.

2. A PERPETUAL NON-EXCLUSIVE EASEMENT, CO-EXTENSIVE WITH EACH AREA SHOWN ON THE PLAT AS A DEDICATED 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT LOCATED ON LOT 59 FOR THE PURPOSES OF GRADING, PLANTING, INSTALLING, MAINTAINING AND REPLACING TREES, SHRUBS, BERMS, DECORATIVE LANDSCAPE ELEMENTS, IN SUCH AREAS, IN ACCORDANCE WITH VILLAGE-APPROVED PLANS, AND ALL RELATED INGRESS AND EGRESS. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE HOMEOWNER'S ASSOCIATION PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE VILLAGE OR OF THE UTILITY AND COMMUNICATIONS GRANTEES IN SUCH AREAS, THE RIGHT OF THE VILLAGE AND THE UTILITY AND COMMUNICATIONS GRANTEES SHALL BE DEEMED TO BE SUPERIOR.

RESTRICTIVE COVENANTS

1. MEADOWLANDS, LLC. (REFERRED TO AS THE "DEVELOPER") HEREBY COVENANTS THAT THE OWNER(S) OF LOTS 49 THROUGH 58 SHOWN ON THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE STORMWATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT AREAS LOCATED THEREON IN THE SUBDIVISION SHOWN ON THIS FINAL PLAT IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORMWATER IN THE SUBDIVISION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS, DITCHING TO REESTABLISH DESIGN CAPACITY, REMOVING ALL TRASH, DEBRIS, LEAVES AND BRUSH, CLEARING, MOWING AND WEEDING TO PREVENT NUISANCE CONDITIONS, NO DRIVEWAYS, FENCES, OR STRUCTURES SHALL BE ERECTED WITHIN THE STORMWATER DRAINAGE EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTES THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS UPON THE TRANSFER OF LOTS TO OTHERWISE THAN THE DEVELOPER, AND THE TRANSFEREES TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE OWNERS OF LOTS 49 THROUGH 58, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 OR SUCCESSORS OF SIMILAR PROVISIONS OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THIS FINAL PLAT, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO NOTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

2. MEADOWLANDS, LLC HEREBY COVENANTS THAT THE OWNER(S) OF LOTS 55 THROUGH 58 ON THIS FINAL PLAT SHALL HAVE THE OBLIGATION OF MAINTAINING THE STORM WATER MANAGEMENT, RETENTION BASIN AND DRAINAGE ON OUTLOT 10 OF THIS FINAL PLAT IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS, REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH, CLEARING, MOWING AND WEEDING TO PREVENT NUISANCE CONDITIONS, NO DRIVEWAYS, FENCES, OR STRUCTURES SHALL BE ERECTED WITHIN THE DEDICATED STORMWATER DRAINAGE EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTES THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE OUTLOT, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO MAINTENANCE ACTIVITIES UPON THE SALE OF LOT 54 TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE V

MEADOWLANDS ADDITION NO. 2

PART OF THE SW¼ SE¼, NW ¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

*1451

DOCUMENT NUMBER

PLAT RECORDED
in Kenosha County, Kenosha, WI
Denise L. Projectos, Register of Deeds
on 10/05/2001 at 11:42PM
1400138

$50.00

SURVEYOR'S CERTIFICATE

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED: PART OF THE SW 1/4, SE 1/4, NW1/4 AND NE1/4 OF THE SW1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH¼ CORNER OF SAID SECTION 22; THENCE WITH THE SOUTH LINE OF SAID SW¼, S89° 40'10"W, A DISTANCE OF 1338.39' TO A POINT IN THE CENTERLINE OF OLD GREEN BAY ROAD; THENCE WITH SAID CENTERLINE N22° 39'06"W, A DISTANCE OF 869.29' TO THE POINT OF BEGINNING; THENCE N22° 39'06"W, A DISTANCE OF 168.18' TO A POINT; THENCE N19° 48'25"W, A DISTANCE OF 728.44' TO A POINT; THENCE N89° 53'37"E, A DISTANCE OF 1245.85' TO A POINT; THENCE S08° 29'22"E, A DISTANCE OF 123.99' TO A POINT; THENCE S10° 39'05"E, A DISTANCE OF 123.08' TO A POINT; THENCE S18° 26'22"E, A DISTANCE OF 122.37' TO A POINT; THENCE S14° 00'35"E, A DISTANCE OF 110.54' TO A POINT; THENCE S03° 22'18"E, A DISTANCE OF 101.53' TO A POINT; THENCE S00° 51'56"W, A DISTANCE OF 128.10' TO A POINT ON A CURVE ON THE NORTHERLY RIGHT OF WAY OF 102nd STREET; THENCE WITH SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE LEFT A LENGTH OF 283.42', SAID CURVE HAVING A RADIUS OF 733.00', A CHORD THAT BEARS S84°17'32"W FOR A DISTANCE OF 281.66' TO A POINT; THENCE S73° 12'55"W, A DISTANCE OF 124.87' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 227.93', SAID CURVE HAVING A RADIUS OF 667.00', A CHORD THAT BEARS S83°00'17"W FOR A DISTANCE OF 226.82' TO A POINT ON A CURVE; THENCE WITH A CURVE TO THE LEFT A LENGTH OF 299.33', SAID CURVE HAVING A RADIUS OF 674.00', A CHORD THAT BEARS S80°04'16.5"W FOR A DISTANCE OF 296.88' TO A POINT; THENCE S67° 20'54"W, A DISTANCE OF 26.01' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 78.54', SAID CURVE HAVING A RADIUS OF 50.00', A CHORD THAT BEARS N67°39'07"W FOR A DISTANCE OF 70.71' TO A POINT; THENCE S67° 20'55"W, A DISTANCE OF 33.00' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 20.882 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF MEADOWLANDS, LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 5th DAY OF Nov.', 2001.

BRADFORD L. SPENCER,
REGISTERED LAND SURVEYOR, NO. 2069

WISCONSIN BRADFORD L. SPENCER S-2069 Mukwonago WI LAND SURVEYOR

OWNER'S CERTIFICATE

MEADOWLANDS, LLC, A WISCONSIN LIMITED CORPORATION, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1.) VILLAGE OF PLEASANT PRAIRIE

2.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS 22nd DAY OF August, 2001.

SCOTT SIMON, MANAGER
MEADOWLANDS, LLC

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 22nd DAY OF August 2001 THE ABOVE NAMED SCOTT SIMON, MANAGER OF MEADOWLANDS, LLC TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-17-2002

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) ss
KENOSHA COUNTY)

I, FRIEDA M. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES, OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 5th DAY OF October, 2001 INCLUDED IN THIS PLAT OF MEADOWLANDS ADDITION NO. 2.

FRIEDA M. JACOBSON, TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, KATHLEEN M. GOESSL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 5th DAY OF August, 2001 INCLUDED IN THIS PLAT OF MEADOWLANDS ADDITION NO. 2.

KATHLEEN M. GOESSL, VILLAGE TREASURER

CERTIFICATE OF THE VILLAGE BOARD OF TRUSTEES

RESOLVED THAT THE PLAT KNOWN AS MEADOWLANDS ADDITION NO. 2, BEING PART OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, WHICH HAS BEEN FILED FOR APPROVAL, AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATUTES AND THE VILLAGE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE AND THAT ANY AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION NUMBER 01-47 ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS 20th DAY OF August, 2001.

JOHN P. STEINBRINK, PRESIDENT

JANE M. ROMANOWSKI, SVC, VILLAGE CLERK, DEPUTY
KELLY R. WEST

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.

Certified August 17th, 2001

Department of Administration

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BRG.	LENGTH OF CHD.	TANGENT IN	TANGENT OUT
C1 BND.	22°09'14"	733.00	283.42	N84°17'32"E	281.66	N73°12'55"E	S84°37'51"E
LOT 58	19°03'40"	733.00	139.80	N89°54'19"E	139.59	N84°26'29"E	S84°37'51"E
LOT 57	03°08'37"	733.00	40.22	N76°47'13.5"E	40.21	N73°12'55"E	N76°21'32"E
ROADWAY	08°04'57"	733.00	103.40	N80°24'00.5"E	103.32	N84°26'29"E	N76°21'32"E
C2 BND.	19°34'44"	667.00	227.93	N83°00'17"E	226.82	S87°12'21"E	N73°12'55"E
C3 BND.	25°26'45"	674.00	299.33	N80°04'16.5"E	296.88	N67°20'54"E	S87°12'21"E
LOT 57	09°12'53"	674.00	108.40	N88°11'13.5"E	108.28	N83°34'48"E	S87°12'21"E
LOT 56	16°13'52"	674.00	190.93	N75°27'50"E	190.30	N67°20'54"E	N83°34'48"E
C4 BND.	89°59'59"	50.00	78.54	S67°39'07"E	70.71	S22°39'08"E	N67°20'54"E
E LOT 58	12°41'12"	50.00	11.07	N73°41'30"E	11.05	N80°02'06"E	N67°20'54"E
W LOT 58	54°02'38"	50.00	47.16	S49°40'27"E	45.43	S22°39'08"E	S76°41'46"E
O.L. 10	23°16'08"	50.00	20.31	S88°19'50"E	20.17	S76°41'46"E	N80°02'06"E
C5	88°52'15"	20.00	31.02	S51°07'23.5"E	28.00	S06°41'16"E	N84°26'29"E
C6	83°02'45"	20.00	28.99	N34°50'09.5"E	26.52	N76°21'32"E	N06°41'13"W
C7 CL	12°34'05"	1040.00	228.13	N12°58'16.5"W	227.67	N06°41'14"W	N19°15'19"W
E. ROW	12°34'05"	1073.00	235.37	N12°58'16.5"W	234.90	N19°15'19"E	S06°41'14"E
W. ROW	12°34'05"	1007.00	220.89	N12°58'16.5"W	220.45	N06°41'14"W	N19°15'19"W
LOT 50	03°25'52"	1073.00	64.26	S08°24'10"E	64.25	S10°07'06"E	S06°41'14"E
LOT 51	05°46'17"	1073.00	108.08	N13°00'14.5"W	108.03	N10°07'06"W	N15°53'23"W
LOT 52	03°21'56"	1073.00	63.03	N17°34'21"W	63.02	N15°53'23"W	N19°15'19"W
C8 CL	16°56'40"	1063.00	314.37	N10°46'59"W	313.22	N19°15'19"W	N02°18'39"W
E. ROW	16°56'40"	1030.00	304.81	S10°46'59"E	303.80	S02°18'39"E	S19°15'19"E
W. ROW	16°56'40"	1096.00	324.13	N10°46'59"W	322.95	N19°15'19"W	N02°18'39"W
LOT 52	02°59'06"	1030.00	53.66	N17°45'46"W	53.66	N18°15'19"W	N16°16'13"W
LOT 53	05°55'57"	1030.00	124.83	N12°48'14.5"W	124.58	N16°16'13"W	N09°20'16"W
LOT 54	06°43'09"	1030.00	120.79	N05°58'41.5"W	120.72	N09°20'16"W	N02°37'07"W
LOT 55	16°47'47"	1096.00	321.30	N10°51'25.5"W	320.15	N19°15'19"W	N02°27'32"W
OUTL. 7	00°18'28"	1030.00	5.53	N02°27'53"W	5.53	N02°37'07"W	N02°18'39"W
OUTL. 9	00°08'53"	1096.00	2.83	N02°23'05.5"W	2.83	N02°27'32"W	N02°18'39"W

REV. 8/16/01
REV. 7/6/01
REV. 6/6/01
REV. 5/14/01
DATE 1/22/01
SHEET 3 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

Plat doc#1280304
Plat # 6995

Document Number

DECLARATION OF CONDOMINIUM OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

DOCUMENT NUMBER
1280303
DECLARATION - CONDOMINIUM
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 6/21/2002 at 9:53AM
2045545
$65.00
REDREED3
AUTO

This space reserved for recording data

RETURN TO
Richard R. Kobriger
PO Box 558
Waukesha, WI 53187

DECLARATION OF CONDOMINIUM OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

THIS DECLARATION is made and entered into by Pleasant Prairie Condo, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon twelv (12) residential multi-family buildings (the "Buildings") containing a total of twenty-four (24) residential dwellin units, together with certain other improvements in connection therewith. The Property, together with all building and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominiun form of ownership under the Act and further desires to establish, for its own benefit and that of all future owner and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to th ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "The Trillium Condominium at the Meadowlands." The address of the Condominium is as set forth on attached Exhibit C.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Twenty-four (24) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements located or to be located on the Property are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings located or to be located on the Property and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities. Trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the planting strip and driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/24th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared equally among the owners of the Units for which the Village of Pleasant Prairie has issued an occupancy permit.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as The Trillium Condominium at the Meadowlands Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of

Directors"). The Board of Directors shall adopt Bylaws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable.

8. Approvals. The Association, acting through the Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply one or more of the following criteria in considering any proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the written agreement of the owner of the Unit making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner of the Unit to agree, in writing, to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements

resulting from the proposal. The Board of Directors may, at its discretion, impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within 60 days following the Unit Owner's written submission of a proposal unless prior to the expiration of such period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

Planting strips adjacent to a Unit, if any, may be planted by the Unit Owner with plants and shrubbery subject to prior Association approval pursuant to Article VI, Section 8.

All outside decks and patios shall be maintained, repaired, or, if necessary, reconstructed, by the owner of the Unit to which it is appurtenant. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article VI, Section 8. The Association shall have the right to restrict colors and materials used.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the

Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the Bylaws.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7. Restrictive Covenants.

a. The Declarant hereby covenants that the Condominium Association shall have shared obligation along with the Meadowlands Homeowner's Association, Inc. to maintain the Storm Water Management, Drainage, Access and Maintenance Easement area shown as Outlot 4 in the Meadowlands Addition No. 1 Subdivision and the Meadowlands Subdivision in a functional, neat and nuisance free condition to handle storm water from the Condominium Development and the Meadowlands Addition No. 1 Subdivision. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easement which blocks, diverts or re-routs the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Declarant, its successors, assigns and successors-in-title of the Units, in their capacity as owners of any such Units, and shall benefit and be enforceable by the Village. The Developer of Meadowlands Subdivision and Meadowlands Addition No. 1 Subdivision shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties to the Meadowlands Homeowner's Association, Inc. which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the Condominium Association, the Owners of Lots 1 through 27 in the Meadowlands Subdivision and the Owners of Lots 35 through 42 in the Meadowlands Addition No. 1 Subdivision, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plats for the respective subdivisions and condominium development with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

b. The Declarant hereby covenants that the Condominium Association shall have shared obligation along with the Meadowlands Homeowner's Association, Inc. to maintain the landscape plantings in cul-de-sac island located within 64th Avenue and the 50' Landscape, Berm, Access and Maintenance Easement area along State Trunk Highway 165 in the Meadowlands Subdivision in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding; mowing; weeding; re-planting; watering; and removing of trash, debris, leaves and brush in order to prevent a nuisance condition. No driveways, signage, parking areas, structures or fences shall be erected within the cul-de-sac island or on top of the berm which might interfere with the Village' s rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Declarant, its successors, assigns and successors in title of the Units, in their capacity as owners of any such Units, and shall benefit and be enforceable by the Village. The Developer of Meadowlands Subdivision and Meadowlands Addition No. 1 Subdivision shall be relieved of these maintenance obligations pertaining to the maintenance activities in the cul-de-sac and berm area upon the transfer of said properties to the condominium Unit owners and lot owners who then shall perform such maintenance to the satisfaction of the Village, or if such responsibility is transferred to the Meadowlands Homeowner's Association, Inc, then the Meadowlands Homeowner's Association, Inc. shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities, the Condominium Association, the Owners of Lots 1 through 27 in the Meadowlands Subdivision and the Owners of Lots 35 through 42 in the Meadowlands Addition No. 1 Subdivision, shall be liable for any costs which may be incurred by the Village, which the Village any recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat for the respective subdivisions and condominium development with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

c. The Declarant hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees abutting The Trillium Condominium at the Meadowlands Development in 65th and 66th Avenues and 102nd Street rights-of-way as shown on the Final Condominium Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include, without limitation and as needed, watering, staking, trimming and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees which are damaged, dead or dying shall

be replaced as a common expense of the Condominium within 90 days of the trees' removal, weather permitting. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Unit owners, their successors, assigns, and successors in title of the common open space, in their capacity as owners of any such common open space and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such street tree maintenance activities, the Unit owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of

assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which has been issued an occupancy permit by the Village of Pleasant Prairie but is unsold at the end of sixty (60) days from the date of the issuance of the occupancy permit.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable for each Unit on the date an occupancy permit is issued for the Unit by the Village of Pleasant Prairie; provided the monthly installment shall be prorated on a daily basis.

7. Meadowlands Homeowner's Association, Inc. The Property is subject to the Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements recorded in the office of the Register of Deeds for Kenosha County and all amendments thereto. The Property is subject to an assessment by the Meadowlands Homeowner's Association, Inc. in accordance with said Declaration of Restrictions, Covenants and Easements. Said assessments shall be a common expense.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the Bylaws and each lease shall provide that a breach of any

of the foregoing shall be deemed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, Bylaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except that dogs, cats or other small household pets (such as fish, canaries, or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Condominium and the Property, provided that no animal shall be kept, bred, or maintained for any commercial purposes. No more than two dogs may be housed, kept, or maintained within any Unit. No pet shall be permitted which causes an unreasonable disturbance. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements or Limited Common Elements. No more than one licensed automobile shall be parked overnight in a driveway appurtenant to a Unit on a regular basis. No vans (other than mini-vans) or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept

in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with The Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). The Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements is dated August 24, 2000, and was recorded in the office of the Register of Deeds for Kenosha County on October 5, 2001, as Document No. 1237584. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, 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 Association 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 which 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; and

b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements,

but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

Unit square footage x 100		Percentage
Total square footage	=	undivided interest
of all Units		in Partition Proceeds

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

Unit square footage x 100		
Total square footage of all	=	Percentage of undivided
Units in the Damaged Premises		interest in the deficiency

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1999-2000), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each

policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to

appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

CONSTRUCTION OF BUILDINGS

1. Right to Construct Buildings. Declarant expressly reserves unto itself, its successors and assigns, the right to construct the Buildings on the Property containing a total of twenty-four (24) Units. Such Buildings shall be located within the general areas indicated therefor on Exhibit B hereto. Declarant reserves the right to modify the floor plans, driveway locations, and exterior designs of any of the Buildings and Declarant shall be under no obligation to and makes no representation that it will construct all of the Buildings and related improvements identical to any other Building. The Buildings, Units and their owners will become subject to and will be entitled to the benefits of the provisions of this Declaration. Declarant may record an Amendment to this Declaration in accordance with Section 703.26 of the Wisconsin Statutes (1999-2000) with respect to any additional Buildings Declarant constructs on the Property subsequent to the recording of this Declaration.

2. Construction Easement. Declarant hereby reserves an easement across the Condominium for the purpose of constructing the Buildings. This easement shall expire at such time as all of the Buildings have been constructed and all of the Units have been sold by the Declarant.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, Bylaws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any Unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the Bylaws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Timothy J. Smits, 12760 West North Avenue, Brookfield, Wisconsin 53008 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own twenty-four (24) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this 30 day of July, 2002.

PLEASANT PRAIRIE CONDO, LLC

By: Thomas J. Thomson 1992 Revocable Trust, Member

By: _____
Thomas J. Thomson, Trustee

By: _____
Dorothy Thomson, Member

By: _____
Barbara Zalewski, Member

By: _____
Timothy J. Smits, Member

By: _____
Dean A. Frederick, Member

By: _____
Michael J. Schiltz, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of July, 2002, the above-named Thomas J. Thomson, Dorothy Thomson, Barbara Zalewski, Timothy J. Smits, Dean A. Frederick and Michael J. Schiltz to me known to be the persons who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC KAREN A. KURZYNCKI STATE OF WISCONSIN

_____
Notary Public, Waukesha County, WI
My commission: expires 9-26-03

This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187

F:\USERS\RRK\Clients\Thomson Corporation 662\Pleasant Prairie 662.0457\declaration of condominium 7-22-02.wpd

EXHIBIT A

LEGAL DESCRIPTION

Lots 43-48, Inclusive, in Meadowlands Addition No. 1, replatting Lots 14 and Lots 21 through 33 of Meadowlands, in part of the Southwest ¼, Southeast ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

And:

Lots 49-54, Inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT B-1

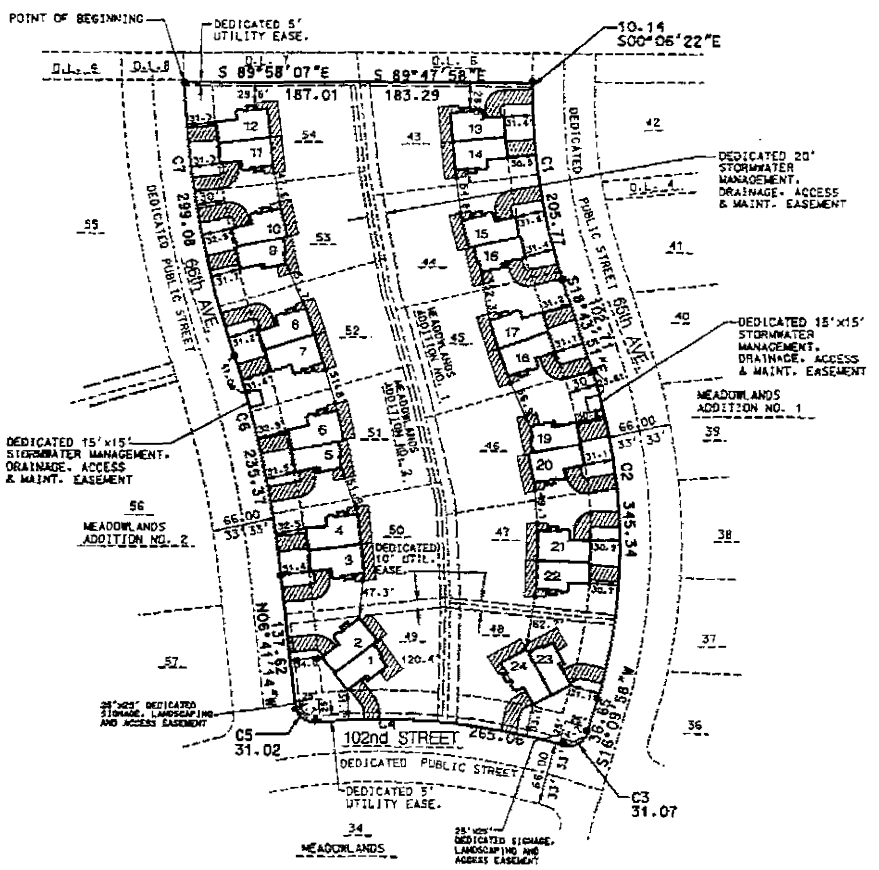
THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CURVE TABLE

NO.	ARC	DELTA	RADIUS	CHORD	BEARING
C1	205.77	18°37'29"	633.00	204.86	N09°25'06.5"W
C2	345.34	34°53'48"	567.00	340.03	N01°16'56.5"W
C3	31.07	88°59'40"	20.00	28.04	N60°39'47.5"W
C4	265.06	20°43'08"	733.00	263.62	S85°17'57"E
C5	31.02	88°52'14"	20.00	28.00	S51°07'23.5"E
C6	235.37	12°34'05"	1073.00	234.90	N12°58'16.5"W
C7	299.08	16°38'12"	1036.00	298.03	N10°56'13"W

NOTES:
ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE, NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT, ARE COMMON ELEMENTS.



BASIS OF BEARING - THE SOUTH LINE OF THE SW¼ OF SEC. 22-1-22 WAS TAKEN TO BEAR S89°40'10"W

N

0 100 200 300

SCALE 1" = 100'

LEGAL DESCRIPTION:

BEING LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2, BEING PART OF THE SW 1/4, SE 1/4, AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN. SAID PARCEL CONTAINS 5.849 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE STATE SALUTES. THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION ORDINANCE IN SURVEYING AND MAPPING THE SAME.

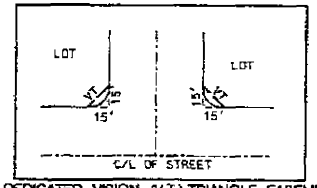
DATED THIS 2nd DAY OF July, 2002.

BRADFORD L. SPENCER, R.L.S. 2069

WISCONSIN BRADFORD L. SPENCER S-2069 LAND SURVEYOR

DEDICATED VISION TRIANGLE EASEMENT RESTRICTIONS:

THE PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION.



DEDICATED VISION (V.T.) TRIANGLE EASEMENT DETAIL FOR VILLAGE STREET

LEGEND

- 1" IRON PIPE FOUND
- 2" IRON PIPE FOUND
- 2 = UNIT NUMBER
- LIMITED COMMON ELEMENT
- C1 CURVE NO. (SEE TABLE)
- V.T. DEDICATED VISION TRIANGLE EASEMENT

OWNER:
PLEASANT PRAIRIE CONDO, LLC
C/L THOMSON CORPORATION
12760 W. NORTH AVE.
BROOKFIELD, WI 53008

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

RSV#02019CONDO
REV. 7/31/02
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 1 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

EXHIBIT B

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

DEDICATED VISION TRIANGLE EASEMENT PROVISIONS

A PERPETUAL EASEMENT CO-EXTENSIVE WITH EACH AREA SHOWN ON THIS CONDOMINIUM PLAT AS A DEDICATED VISION TRIANGLE EASEMENT WAS BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY PLEASANT PRAIRIE CONDO, LLC (DEVELOPER) TO THE VILLAGE FOR THE PURPOSES OF PRESERVING AND MAINTAINING A CLEAR FIELD OF VISION, FROM THE STANDPOINT OF MOTORISTS, OVER AND ACROSS SUCH AREAS. THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS SHALL TAKE PRECEDENCE OVER THE RIGHT OF ANY OTHER PERSONS OR ENTITIES IN THESE VISION TRIANGLE EASEMENT AREAS.

DEDICATED UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED UTILITY EASEMENT AREAS ON THIS CONDOMINIUM PLAT HAVE BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER, ("THE GRANTOR"), TO THE WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC. (AKA/A AMERITECH-WISCONSIN) AND TIME WARNER ENTERTAINMENT COMPANY L.P. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATION GRANTEES"). FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATIONS LINES AND OTHER RELATED FACILITIES TO SERVE THE LOT OR OUTLOT, (OR PORTION THEREOF) SHOWN ON THIS CONDOMINIUM PLAT AND FOR ANY RELATED INGRESS AND EGRESS. THESE EASEMENTS SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES AND ROOTS AS REASONABLY REQUIRED SO AS TO NOT INTERFERE WITH THE UTILITY AND COMMUNICATION GRANTEES USE OF THE EASEMENT AREAS. TO THE EXTENT POSSIBLE, ALL SUCH UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND. UPON THE INSTALLATION OF THE UTILITY CABLES AND RELATED APPURTENANCES, THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREA SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES WITHIN THE COMMUNICATION EASEMENT AREAS ON WHICH SUCH EASEMENTS ARE LOCATED AS DOES NOT INTERFERE WITH THE PURPOSE OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATIONS GRANTEES UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEE REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE GRANTEES. NO BUILDINGS, FENCES, OR STRUCTURES OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY AND COMMUNICATIONS EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATION GRANTEES.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE, SUBJECT TO REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS THAT SUCH PUBLIC USES AND PURPOSES OF THE VILLAGE. FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PRE-EXISTING CONDITION, AT ITS OWN COST, AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE UTILITY AND COMMUNICATION GRANTEES DO NOT RESTORE AND RESTORE THE EASEMENT AREAS TO A REASONABLY STABILIZED CONDITION, THE CONDOMINIUM ASSOCIATION SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF SUCH RESTORATION AND MAY PURSUE REMEDIES AGAINST THE RESPECTIVE UTILITY COMPANY(IES). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CONTRACT ANY UPON CUTTING OF PUBLIC ROADWAYS AFTER THE CRUSHED AGGREGATE BASE COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT PROVISIONS

PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT, AS SHOWN ON THIS CONDOMINIUM PLAT HAVE BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR STORM WATER MANAGEMENT PURPOSES, PUBLIC AND PRIVATE DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE CONDOMINIUM OWNER(S) OR WHICH SUCH EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE, (3) SUCH FUTURE STREET, DRIVEWAY OR OTHER VILLAGE-APPROVED USES OF THE EASEMENT. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE CONDOMINIUM OWNER'S ASSOCIATION, AND THE RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS WITH RESPECT TO THE DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE DRAINAGEWAY IMPROVEMENTS CONTAINED WITHIN THESE NON-EXCLUSIVE EASEMENTS UNTIL SUCH TIME AS TRANSFER IN OWNERSHIP OCCURS AND SUCH MAINTENANCE RESPONSIBILITY IS THEN TRANSFERRED TO THE NEW CONDOMINIUM OWNERS.

CONDOMINIUM OWNERS EASEMENT PROVISIONS

1. THE DEVELOPER HEREBY DEDICATES, GIVES, GRANTS, AND CONVEYS TO THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNER'S ASSOCIATION, INC. (THE CONDOMINIUM ASSOCIATION) THE FOLLOWING EASEMENTS AND RESPONSIBILITIES:
PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS ON THIS CONDOMINIUM PLAT FOR PURPOSES OF MAINTAINING THE DRAINAGEWAYS THEREON AND FOR ALL RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES. THESE MAINTENANCE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR THE CORRESPONDING EASEMENT RIGHTS OF THE VILLAGE DESCRIBED ABOVE, AND SUCH USE, PLANTINGS, CARE AND MAINTENANCE OF THE STORM WATER, ACCESS AND MAINTENANCE EASEMENT RESPONSIBILITIES BY THE CONDOMINIUM OWNER'S ASSOCIATION AS SHOWN ON THIS CONDOMINIUM PLAT AND AS IS PERMITTED BY APPLICABLE DECLARATION OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS AND VILLAGE ORDINANCES. IN THE EVENT OF ANY CONFLICT BETWEEN THE CONDOMINIUM ASSOCIATION'S RIGHTS UNDER THE MAINTENANCE EASEMENTS GRANTED BY THIS PARAGRAPH AND THE RIGHTS OF THE VILLAGE UNDER THE DEDICATED STORMWATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENTS DESCRIBED ABOVE, THE VILLAGE'S RIGHTS SHALL BE DEEMED SUPERIOR.

2. PERPETUAL NON-EXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS OUTLOT 4 AS A DEDICATED STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREA ON THE MEADOWLANDS SUBDIVISION PLAT HAS BEEN DEDICATED, GIVEN, GRANTED AND CONVEYED BY MEADOWLANDS, LLC TO MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. FOR PURPOSES OF MAINTAINING THE DRAINAGE BASIN AND DRAINAGEWAYS THEREON AND FOR ALL RELATED AND INCIDENTAL INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, ALTERATION, REPLACEMENT, REPAIR, PLANTING AND MAINTENANCE ACTIVITIES.

3. A PERPETUAL NON-EXCLUSIVE EASEMENT, CO-EXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED CUL-DE-SAC ISLAND LOCATED WITHIN 84TH AVENUE AND A DEDICATED 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT ALONG STATE TRUNK HIGHWAY 165 LOCATED ON LOTS 1 AND 13 OF THE MEADOWLANDS SUBDIVISION PLAT HAS BEEN DEDICATED, GIVEN, GRANTED, AND CONVEYED BY MEADOWLANDS, LLC TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSES OF PLANTING, INSTALLING, AND REPLACING TREES, SHRUBS, AND OTHER LANDSCAPE ELEMENTS AND RELATED INGRESS AND EGRESS, GRADING AND MAINTENANCE ACTIVITIES.

RSV #02019
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 3 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

EXHIBIT B

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

RESTRICTIVE COVENANTS

A. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE SHARED OBLIGATION ALONG WITH THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. TO MAINTAIN THE STORM WATER MANAGEMENT, DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREA SHOWN AS OUTLOT 4 IN MEADOWLANDS ADDITION NO. 1 SUBDIVISION AND THE MEADOWLANDS SUBDIVISION IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER FROM THE CONDOMINIUM DEVELOPMENT AND THE MEADOWLANDS ADDITION NO. 1 SUBDIVISION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS, DITCHING TO RE-ESTABLISH DESIGN CAPACITY, REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH, CLEARING AND REPAIRING CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. NO DRIVEWAYS, FENCES, OR STRUCTURES SHALL BE ERECTED WITHIN THE STORM WATER DRAINAGE EASEMENT WHICH BLOCKS, DIVERTS OR RE-ROUTES THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS. UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS IN-TITLE, OF THE UNITS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER OF THE MEADOWLANDS SUBDIVISION AND MEADOWLANDS ADDITION NO. 1 SUBDIVISION SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO MAINTENANCE ACTIVITIES UPON THE TRANSFER OF SAID PROPERTIES TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. WHICH THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH DRAINAGE MAINTENANCE ACTIVITIES, THE CONDOMINIUM ASSOCIATION, THE OWNERS OF LOTS 1 THROUGH 27 IN THE MEADOWLANDS SUBDIVISION AND THE OWNERS OF LOTS 35 THROUGH 42 IN THE MEADOWLANDS ADDITION NO. 1 SUBDIVISION, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (OR SUCCESSOR OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLATS FOR THE RESPECTIVE SUBDIVISIONS AND CONDOMINIUM DEVELOPMENT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

B. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE THE SHARED OBLIGATION ALONG WITH THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. TO MAINTAIN THE LANDSCAPE PLANTINGS IN THE CUL-DE-SAC ISLAND LOCATED WITHIN EXTRA EXPOSE AND THE 50' LANDSCAPE, BERM, ACCESS AND MAINTENANCE EASEMENT AREA ALONG STATE TRUNK HIGHWAY 165 IN THE MEADOWLANDS SUBDIVISION IN A CLEAN, MOWED, MAINTAINED AND WEED-FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, SEEDING, MOWING, WEEDING, RE-PLANTING, WATERING, AND REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH IN ORDER TO PREVENT A NUISANCE CONDITION. NO DRIVEWAYS, SIGNAGE, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE CUL-DE-SAC ISLAND OR ON TOP OF THE BERM WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS. UNLESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE UNITS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH UNITS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER OF THE MEADOWLANDS SUBDIVISION AND MEADOWLANDS ADDITION NO. 1 SUBDIVISION SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO THE MAINTENANCE ACTIVITIES IN THE CUL-DE-SAC AND BERM AREA UPON THE TRANSFER OF SAID PROPERTIES TO THE CONDOMINIUM UNIT OWNERS AND LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE TO THE SATISFACTION OF THE VILLAGE OR IF SUCH RESPONSIBILITY IS TRANSFERRED TO THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC., THEN THE MEADOWLANDS HOMEOWNER'S ASSOCIATION, INC. SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH MAINTENANCE ACTIVITIES, THE CONDOMINIUM ASSOCIATION, THE OWNERS OF LOTS 1 THROUGH 27 IN THE MEADOWLANDS SUBDIVISION AND THE OWNERS OF LOTS 35 THROUGH 42 IN THE MEADOWLANDS ADDITION NO. 1 SUBDIVISION, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATIONS STATEMENT ON THE FINAL PLAT FOR THE RESPECTIVE SUBDIVISIONS AND CONDOMINIUM DEVELOPMENT WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

C. THE DECLARANT HEREBY COVENANTS THAT THE CONDOMINIUM ASSOCIATION SHALL HAVE THE OBLIGATION OF MAINTAINING THE STREET TREES ABUTTING THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS DEVELOPMENT IN 65TH AND 56TH AVENUES AND 102ND STREET RIGHT-OF-WAYS AS SHOWN ON THIS FINAL CONDOMINIUM PLAT, IN A TRIMMED, MAINTAINED AND WEED-FREE CONDITION. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, WATERING, STAKING, TRIMMING AND REMOVING OF FALLEN LEAVES AND BRUSH IN ORDER TO PREVENT A NUISANCE CONDITION. TREES WHICH ARE DAMAGED, DEAD OR DYING SHALL BE REPLACED AT THE CONDOMINIUM OWNERS EXPENSE WITHIN 90 DAYS OF THE TREE(S) REMOVAL, WEATHER PERMITTING. NO TREES SHALL BE REMOVED FROM THE VILLAGE'S RIGHT-OF-WAY WITHOUT FIRST OBTAINING THE WRITTEN APPROVAL OF THE VILLAGE. THERE SHALL BE NO PLANTING OF TREES, BUSHES OR SHRUBS IN THE VILLAGE'S RIGHT-OF-WAY WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS. UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE CONDOMINIUM OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE COMMON OPEN SPACE, IN THEIR CAPACITY AS OWNERS OF ANY COMMON OPEN SPACE, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STREET TREE MAINTENANCE ACTIVITIES, EITHER THE DECLARANT OR THE CONDOMINIUM OWNERS, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.60 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW.

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN ss
KENOSHA COUNTY:

I, FRIEDA M. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2002 INCLUDED IN THIS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS.

_____
FRIEDA M. JACOBSON, TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, KATHLEEN M. GOESSL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2002 INCLUDED IN THIS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS.

_____
KATHLEEN M. GOESSL, VILLAGE TREASURER

CERTIFICATE OF THE VILLAGE BOARD OF TRUSTEES

RESOLVED THAT THIS CONDOMINIUM KNOWN AS THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS, BEING A CONDOMINIUM WHICH IS LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN WHICH HAS BEEN FILED FOR APPROVAL, AND IS HEREBY APPROVED AS REQUIRED BY THE VILLAGE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE AND THAT ANY AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION NUMBER ____ ADOPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS _____ DAY OF _____, 2002.

_____
JOHN P. STEINBRINK, PRESIDENT

_____
JANE M. ROMANOWSKI, CMC, VILLAGE CLERK

OWNER'S CERTIFICATE

I, THOMAS J. THOMSON, MEMBER OF PLEASANT PRAIRIE CONDO, LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CONDOMINIUM PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1.) VILLAGE OF PLEASANT PRAIRIE

DATED THIS _____ DAY OF _____, 2002.

_____
THOMAS J. THOMSON, MEMBER
PLEASANT PRAIRIE CONDO, LLC

RSV #02019
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 4 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

EXHIBIT C

All addresses are Pleasant Prairie, Wisconsin 53158:

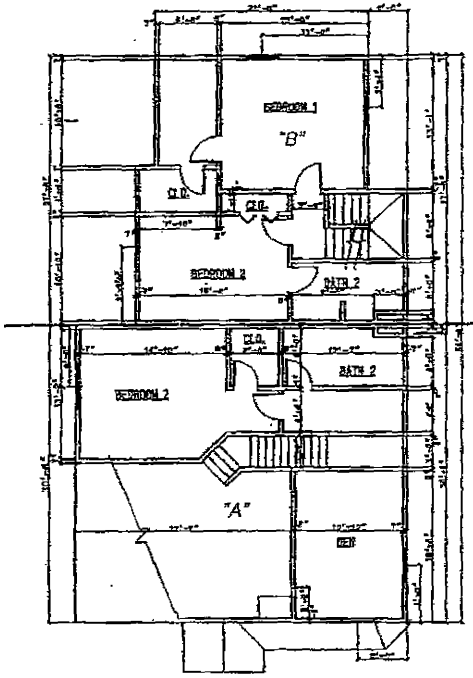
Unit No.	Unit Address
1	10195 66th Avenue
2	10193 66th Avenue
3	10089 66th Avenue
4	10087 66th Avenue
5	10049 66th Avenue
6	10039 66th Avenue
7	10025 66th Avenue
8	10021 66th Avenue
9	10007 66th Avenue
10	10003 66th Avenue
11	9995 66th Avenue
12	9993 66th Avenue
13	9996 65th Avenue
14	9998 65th Avenue
15	10004 65th Avenue
16	10010 65th Avenue
17	10024 65th Avenue
18	10028 65th Avenue
19	10048 65th Avenue
20	10050 65th Avenue
21	10098 65th Avenue
22	10100 65th Avenue
23	10190 65th Avenue
24	10194 65th Avenue

EXHIBIT D

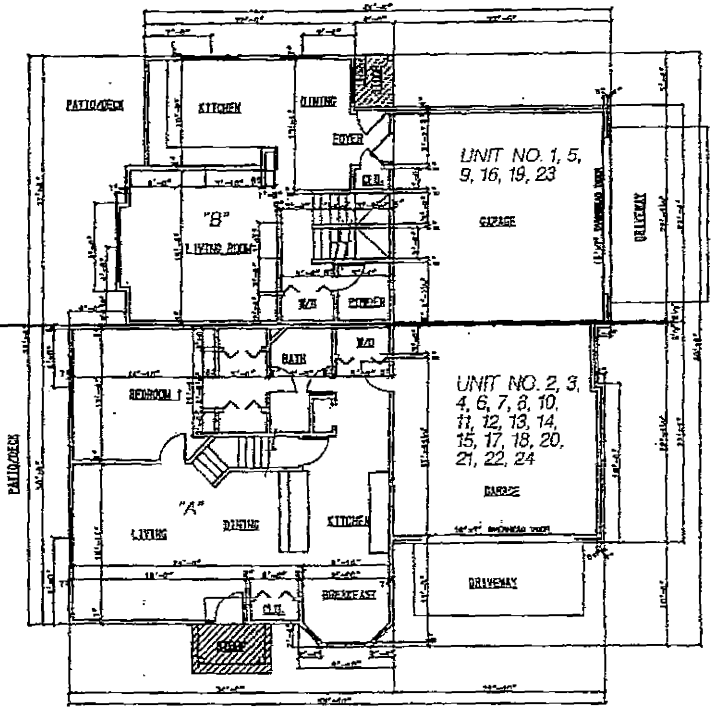
THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

A CONDOMINIUM PLAT
LOTS 43 THROUGH 48 OF MEADOWLANDS ADDITION
NO. 1 AND LOTS 49 THROUGH 54 OF MEADOWLANDS
ADDITION NO. 2 BEING PART OF THE SW 1/4, SE 1/4, AND NE 1/4
OF THE SW 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SECOND FLOOR "B"
SCALE: 1"=10'



FIRST FLOOR "B"
SCALE: 1"=10'



SECOND FLOOR "A"
SCALE: 1"=10'

FIRST FLOOR "A"
SCALE: 1"=10'

NOTES:

FLOOR PLANS MAY BE MIRRORED.

LIMITED COMMON ELEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE OWNER OR OCCUPANT OF THE UNIT TO WHICH THEY ARE APPURTENANT. THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE STOOP, DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT OF EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE PLANTING STRIP AND DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

ALL AREA INSIDE OR OUTSIDE THE BUILDING LINE, NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

THE FRONT OF EACH UNIT IS THE SIDE OF THE BUILDING WHERE THE STOOP IS LOCATED. THE GARAGE CAN BE EITHER SIDE OR FRONT LOADING.

LEGEND

LIMITED COMMON ELEMENTS

OWNER:
PLEASANT PRAIRIE CONDO, LLC
C/O THOMSON CORPORATION
12760 W. NORTH AVE.
BROOKFIELD, WI 53008

SURVEYOR/ENGINEER:
RSV ENGINEERING, INC.
801 MAIN STREET
MUKWONAGO, WI 53149

RSV #02019
REV. 7/9/02
REV. 6/11/02
DATE 4/11/02
SHEET 2 OF 4

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

DOCUMENT NUMBER
1327639
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 5/14/2003 at 11:09AM
30027457 $17.00
JANK REGDEED2

This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

THIS FIRST AMENDMENT to Declaration of Condominium of The Trillium Condominium at the Meadowlands is made by Pleasant Prairie Condo, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of The Trillium Condominium at the Meadowlands dated July 30, 2002, and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 21, 2002, as Documen No. 1280303, hereinafter referred to as the "Declaration."

* See attached

WITNESSETH:

The Declaration affects the real estate described on Exhibit A attached hereto.

The Declarant is the owner of 100% of all of the Units within the Condominium and consents to thi Amendment to the Declaration in accordance with Section 703.09(2) of the Wisconsin Statutes and Article XV o the Declaration.

NOW, THEREFORE, the Declaration is hereby amended by deleting Exhibit C attached to th Declaration and replacing it with Exhibit C attached hereto.

Executed this 25 day of April, 2003.

PLEASANT PRAIRIE CONDO, LLC, DECLARANT

By: [signature]
Dean A. Frederick, Member

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC.

By: [signature]
Timothy J. Smits, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 25th day of April, 2003, the above-named Dean Frederick and Timothy J. Smith, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission expires 9-28-03

CONSENT OF MORTGAGEE

The undersigned, being the mortgagee of all of the Units of The Trillium Condominium at the Meadowlands, does hereby consent to the First Amendment to Declaration of Condominium of The Trillium Condominium at the Meadowlands.

M&I MARSHALL & ILSLEY BANK, Mortgagee

By: James C. Neuroth
James C. Neuroth, Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 25th day of April, 2003, the above-named James C. Neuroth, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission expires 9-28-03

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

F:\USERS\RRK\Clients\Thomson Corporation 662\Pleasant Prairie 662.0457\First Amendment to Declaration.wpd

EXHIBIT A

LEGAL DESCRIPTION (Phase II)

Lots 43-48, Inclusive, in Meadowlands Addition No. 1, replatting Lots 14 and Lots 21 through 33 of Meadowlands, in part of the Southwest ¼, Southeast ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

And:

Lots 49-54, Inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT C

All addresses are Pleasant Prairie, Wisconsin 53158:

Unit No.	Unit Address	
1	6590 102nd Street	92-4-122-223-2001
2	10193 66th Avenue	92-4-122-223-2002
3	10089 66th Avenue	92-4-122-223-2003
4	10087 66th Avenue	92-4-122-223-2004
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14	9998 65th Avenue	92-4-122-223-2014
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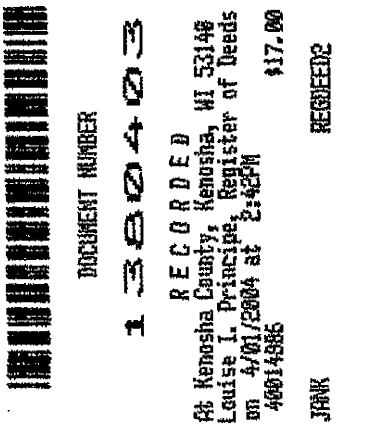
20	10050 65th Avenue	92-4-122-223-2020
21	10098 65th Avenue	92-4-122-223-2021
22	10100 65th Avenue	92-4-122-223-2022
23	10190 65th Avenue	92-4-122-223-2023
24	6550 102nd Street	92-4-122-223-2024

Document Number

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS



This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

See attached for tax parcel numbers

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

THIS SECOND AMENDMENT to Declaration of Condominium of The Trillium Condominium at the Meadowlands is made by Pleasant Prairie Condo, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of The Trillium Condominium at the Meadowlands dated July 30, 2002, and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on August 21, 2002, as Documen No. 1280303, hereinafter referred to as the "Declaration."

WITNESSETH:

The Declaration affects the real estate described on Exhibit A attached hereto.

The Declarant caused to be recorded a First Amendment to the Declaration which deleted Exhibi C attached to the Declaration and replaced it with the Exhibit C attached to the First Amendment to the Declaration.

Exhibit C attached to the First Amendment to the Declaration incorrectly stated the unit address fo Units 3 and 4.

NOW, THEREFORE, the Declaration and the First Amendment to the Declaration are hereby amended by deleting Exhibit C attached to each of said documents and replacing it with Exhibit C attached hereto

Executed this 19th day of FEBRUARY, 2004.

PLEASANT PRAIRIE CONDO, LLC, DECLARANT

By: _____
Dean A. Frederick, Member

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC.

By: _____
Timothy J. Smits, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 9th day of February, 2004, the above-named Dean A. Frederick and Timothy J. Smits, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC KAREN A. KURZYNSKI STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission expires 9-23-07

CONSENT OF MORTGAGEE

The undersigned, being the mortgagee of all of the Units of The Trillium Condominium at the Meadowlands, does hereby consent to the Second Amendment to Declaration of Condominium of The Trillium Condominium at the Meadowlands.

M&I MARSHALL & ILSLEY BANK, Mortgagee

By: James C. Neuroth
James C. Neuroth, Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee)

Personally came before me this 24th day of February, 2004, the above-named James C. Neuroth, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

LAURA A. RICKERT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission expires 11/27/05

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
F:\USERS\RRK\Clients\Thomson Corporation 662\Pleasant Prairie 662.0457\Second Amendment to Declaration.wpd

EXHIBIT A

LEGAL DESCRIPTION

Lots 43-48, Inclusive, in Meadowlands Addition No. 1, replatting Lots 14 and Lots 21 through 33 of Meadowlands, in part of the Southwest ¼, Southeast ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

And:

Lots 49-54, Inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT C

All addresses are Pleasant Prairie, Wisconsin 53158:

Unit No.	Unit Address	Unit Tax Key Number
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22	10100 65th Avenue	92-4-122-223-2022
23	10190 65th Avenue	92-4-122-223-2023
24	6550 102nd Street	92-4-122-223-2024

Document No

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC.

DOCUMENT
1640088
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 2/23/2011 at 3:58PM
110006033 $30.00
REGDEED2 JANK

1-4

Return to:

Thomas M. Santarelli
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

See Attached Exhibit A

Parcel Numbers

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC., A CONDOMINIUM

THIS THIRD AMENDMENT (this "Amendment") is executed as of this 16 day of February, 2011, by The Trillium Condominium at the Meadowlands Owners Association, Inc. (the "Association"), pursuant to and in accordance with Wis. Stat. §703.09 and with Article XV of the Declaration.

RECITALS:

A. Declarant has executed a Declaration of Condominium for the Association recorded with the Kenosha County Register of Deeds as Document No. 1280303. Said declaration has been amended by a First Amendment to the Declaration recorded as Document No. 1327639. Said declaration has also been amended by a Second Amendment to the Declaration recorded as Document No. 1380403. The original declaration and the first and second amendments thereto are referred to herein as the "Declaration."

B. The Declaration has created the following provision at Article VII, Paragraph 4, Page 5 and 6:

> Decorations, Signs, Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of

Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24". No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the Bylaws.

C. The Association desires to amend Article VII, Paragraph 4, Page 5 and 6 of the Declaration pursuant to the terms of this Amendment.

NOW, THEREFORE, the Association does hereby declare as a Third Amendment to the Declaration as follows:

Article VII, Paragraph 4, Page 5 and 6 of the Declaration shall be deleted and replaced with the following provision.

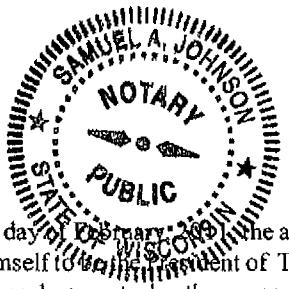
Decorations, Signs, Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24". No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the Bylaws. Notwithstanding the foregoing, a Unit Owner shall be permitted to place one (1) "For Sale" sign on the front grass area by the existing yard light. Additionally, a Unit Owner shall be permitted to place one (1) "take one" information/brochure box or tube within the same designated area.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

Mark Kuyawa, President of the Association

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)



Personally came before me this 16TH day of February, 2009, the above named, Mark Kuyawa, as President of the Association, who acknowledged himself to be the President of The Trillium Condominium at the Meadowlands Owners Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Samuel A Johnson
Name: SAMUEL A. JOHNSON
Notary Public, State of Wisconsin
My Commission Expires: SEP. 18, 2011

This document drafted by
and should be returned to:

Thomas M. Santarelli
MADRIGRANO, AIELLO & SANTARELLI, LLC
1108 56th Street
Kenosha, WI 53140
Tel. (262) 657-2000
Fax (262) 654-0620
E-Mail ts@kenoshalaw.com

EXHIBIT C

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23	10190 65th Avenue	92-4-122-223-2023
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EXHIBIT A

LEGAL DESCRIPTION

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And:

Lots 49-54, Inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

MEADOWLANDS RESIDENTIAL DEVELOPMENT DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

Document Number | Document Title

DOCUMENT NUMBER
1192068

RESTRICTIVE COVENANT AG
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Dep
on 8/28/2000 at 12:18PM
38212
DONR $50.00
REGD 5603

Plat of Meadowlands Sub.
recorded on 8/28/00 as Doc.# 1192066

Lots 1-34
Outlots 1-3

Recording Area

Name and Return Address
SCOTT SIMON
W331 S 7040 CONNEMARA DR
HOUSMAN, WI 53118

50-

Parcel Identification Number (PIN)

This page is part of a legal document. . . DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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 Statutes, 59.43(2m) WRDA 2/99

MEADOWLANDS RESIDENTIAL DEVELOPMENT
Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS ("Declaration"), is made this 24th day of August, 2000, by Meadowlands, LLC, a Wisconsin Limited Liability Company ("Developer") with its principal place of business at W331 S4040 Connemara Drive, Dousman, WI 53118.

WITNESSETH:

WHEREAS, the Developer is the owner of real property known as Meadowlands Subdivision ("Meadowlands") which is made up of 27 single family lots and 12 two family lots located in the Village of Pleasant Prairie (the "Village"), County of Kenosha, State of Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Developer desires to subject the real property described on the attached Exhibit "A" (the "Property"), to the conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants ") set forth in this Declaration, each and all of which is and are for the benefit of such Property, the Developer, Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

WHEREAS, it is the Developer's intention to develop the Property into 27 single family lots and 12 two family (duplex) lots all of which are zoned under the Village Residential Zoning Classifications.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall mean Meadowlands, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee, and visa versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to the Meadowlands Homeowner's Association, Inc.

1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Common Areas" shall mean all real property and real property interests located within Meadowlands and designated as Restricted Stormwater Detention Areas, Restricted Areas, Restricted Planting and Landscape Easement areas, Entry Monument Easement areas and other areas as shown on the final plat for Meadowlands and which at the time of filing of the final plat, incorporation of the Association, or at such other time the Developer in its sole discretion desires to convey to the Association, and which upon such conveyance the Association shall have the responsibility to maintain. Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on the real property.

1.5. "Single Family Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property included in the Single Family section of the Property, with the exception of Common Areas.

1.6. "Two Family Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property included in the Two Family (Duplex) section of the Property, with the exception of Common Areas.

1.7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property including Single Family Lots and Two Family Lots, with the exception of Common Areas.

1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether a Single Family Lot or a Two Family Lot, as the case may be; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person instead of the vendor.

1.9. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit "A" attached hereto and as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. Developer may, from time to time and in its sole discretion, subject all or a portion of the property described on Exhibit B attached hereto to this Declaration, or any other portion of property being a part of Meadowlands, by appropriate reference hereto. The additions authorized herein shall be made by filing for record Declarations in the Office of the Register of Deeds for Kenosha County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants

of this Declaration to such property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of property owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional properties and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional properties, which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the property described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1. General Purpose. The Properties are subject to the Covenants to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

Acceptance of Dedications, Restrictive Covenants and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration.

Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the Stormwater Detention Areas, Entry Monuments and their related landscaping and lighting elements, Planting and Landscape Areas, landscaping within the cul-du-sac islands and medians, and street trees (all as described below). Nothing contained herein shall constitute a waiver by the Developer to subsequently assess the costs of all, or portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.

3.2. Land Use and Building Type. No Single Family Lot shall be used for any purpose except for single family residential purposes as defined by the Village of Pleasant Prairie

(hereinafter "Village") zoning ordinance. In home occupations may be permitted after Architectural Control Committee review. No building shall be erected, altered, placed or permitted to remain on any Single Family Lot other than one single-family dwelling not exceeding two (2) stories or thirty five (35) feet in height, and a private attached garage for not less than two cars. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser of a Single Family Lot may use such Single Family Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3. Architectural Control. No building, outbuilding, accessory structure, fence, wall, swimming pool (above ground swimming pools are prohibited), driveway, deck, side walk, landscaping or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure and including exterior additions, enlargements, or remodeling) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot including without limitation, adding a deck, patio or side walk, repainting or landscaping changes on existing homes or duplexes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.9 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3)) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within 60 days after the plans and specifications have been submitted to it then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion require stricter standards, or conversely, may require lesser standards, on a case by case basis, if it reasonably determines that such modified standards are required for the benefit of the entire Property or Lot, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of the Developer shall be binding upon each and every Owner.

No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.4.A. Dwelling Size. Single Family Lots: No dwelling shall be erected on any Single Family Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,500 square feet for a one-story dwelling;
(b) Not less than 1,700 square feet for a split-level with a minimum first floor area of 1,000 square feet,
(c) Not less than 1,700 square feet for a two story dwelling with a minimum first floor area of 1,000 square feet,
(d) With respect to all other types of single family dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.4.B. Dwelling Size. Two Family Lots (Duplex): No dwelling shall be erected on any Two Family Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,350 square feet per unit for a one-story dwelling;
(b) Not less than 1,550 square feet per unit for a split-level,
(c) Not less than 1,550 square feet per unit for a two story dwelling,
(d) With respect to all other types of two family dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.5. Grading, Building, Location and Lot Areas

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Community Development Department of the Village. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC, but in no event less than that provided by the applicable Village ordinance. Generally, the ACC shall endeavor to maintain front structural setbacks of not less than 65 feet

from the right-of-way of all Federal, State and County Highways and not less than 30 feet from other road right-of-ways, side yard setbacks of not less than 10 feet and rear yard setbacks of not less than 25 feet.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing and proposed ground grade shown at all corners together with all easements as shown on the final plat. The ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from their Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property of Meadowlands shall be caused by an Owner which varies from the Grading Plan as that plan is amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plan, where these changes do not violate the purpose, spirit and intent of said Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the ACC and the Village; in all other cases the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of building grades by the ACC, the applicant shall file the approved grade with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Owner's cost, to a location within the Property specified by the Developer or shall be removed from the property at the direction of the ACC.

3.6. Completion. All construction of dwellings and other incidental structures shall be completed within one year from date of commencement of construction. Pavement of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one year form issuance of an occupancy permit from the Village.

3.7. Easements/Dedications/Obligations.

(a) Certain Easements affecting the Property are recorded on the final plat for Meadowlands in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained)

by the Developer or its successors and assigns to the Village, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable television, and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of Meadowlands and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and the uses and purposes of the Village; nor shall any improvement be placed within such areas without the prior written consent of the Developer, Village and /or any other party having an interest in the respective easement area.

The minimum front or street setback, shore yard, side yard, rear yard, and on other such areas ("Setback Areas") are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, Meadowlands and or the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(b) Entry Monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments", may be located on those areas designated on the plat. Easements coextensive with the areas shown on the final plat as Dedicated Entry Monument Easements located within such Lots/Outlots have been dedicated, given, granted and conveyed by the Developer to the Association for the purposes of placing, constructing, installing and maintaining Entry Monuments all in accordance with Village approved plans and for related ingress and egress. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations with respect to such areas only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the above-mentioned areas. The Entry Monuments structures and their related landscaping elements shall remain the property of the Association.

(c) Developer has constructed a berm of varying heights surrounding the property and delineated on the plat as a Restricted Planting, Landscape Area and Vehicle Non-Access Area. An easement coextensive with these areas and contained on the above-

mentioned Lots (also as shown on the final plat) has been dedicated, given, granted, and conveyed to the Association, as designated on the final plat for purpose of access to and maintenance of such areas which are to be used for the planting and installing of trees, shrubs and other landscape materials and all related ingress and egress, grading, replacement, alteration and maintenance activities. These easements shall be exclusive except for the coextensive easements granted on the final plat and other future roadway, street, driveway or other such use as approved by the Village. These areas within the Property shall be landscaped in accordance with the Master Landscaping Plan by the Developer (the Master Landscaping Plan is on file with the Village and is made a part of this Declaration); however the failure of the Developer to do so shall not relieve any Lot Owner of the obligations imposed by this covenant set forth herein and as also contained on the final plat. Upon completion of the installation of trees, shrubs and other landscaping materials, no vehicular access through or over such area shall be permitted except as permitted by the Village for roadway, street, driveway or other such uses as agreed upon by the Village and Developer. After the trees, shrubs and other landscaping materials have been planted and installed in such areas, the Association shall maintain the planting and landscaped areas (which maintenance shall include without limitation: watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) in accordance with the Master Landscaping Plan as an aesthetically pleasing landscaped screening area. The Association and its Members shall be bound by the above mentioned covenants and the easements, dedications and restrictive covenants as are contained in the final plat forever. Notwithstanding such easements and dedications, the Village shall have no obligation to exercise its rights with respect to the above-mentioned areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lots or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

Each and every Owner of a Single Family Lot or Two Family (Duplex) Lot shall be responsible for the cost of installing the required landscaping on their Lot in accordance with a detailed landscaping plan which has been reviewed and approved, in writing, by the ACC and in accordance with the Landscape Standards attached and made a part hereto in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details.

The Owners of Lots abutting the berms may install and maintain additional landscaping on the interior side of those berms created within the Restricted Planting, Landscape and Vehicle - Access Area on their Lot provided that the Owner shall be solely responsible for maintaining landscaping not originally placed by Developer or the Association. Prior to any additional

landscaping on such berms, an Owner must have the landscape plan approved by the ACC and the Village. The Association shall have the obligation of maintaining (which maintenance shall include without limitation watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) the landscaping elements in any and all cul-de-sac islands and in the entry islands in accordance with the Master Landscaping Plan approved by the Village. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village along with the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lot or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Association shall be responsible for the maintenance (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) of the street trees contained within the area between the roadway and the Lots. The Village shall have no maintenance obligations with respect to the street trees.

(d) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee simple title interest in the areas shown on the final plat will have been dedicated, given, granted and conveyed by the Developer to the Association. These areas are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above references easements and outlots. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these easements and outlots. All Restricted Stormwater Detention Areas as shown on the residential portion (as defined on the final plat) of the final plat shall be preserved, protected and maintained as a stormwater detention basins. No filling or other activity or condition detrimental to their function as stormwater detention basins shall occur or exist within such areas or on the surrounding lands without the written approval of the Developer and Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer, and the Association. The Developer, it successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association along with its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in final plat forever.

3.8. Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village. The

requirements under the Village ordinance are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Village ordinances, as the same may be amended form time to time.

In the event of a conflict between the provision of this Declaration and the Village ordinances, and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a wavier of such Village requirement and/or approval.

3.9. Landscape. All plans for dwellings shall include a landscape plan, which shall be subject to the approval of the ACC, shall be submitted for approval prior to submission of the building plans for the dwelling and shall conform to the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished on the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within one year from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this Section 3.9 of this Declaration and shall be subject to penalties as provided in Section 7.3. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.10. Nuisances, Etc. 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. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

No vehicle, truck, trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses or vehicles other than private passenger cars, station wagons or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

No external antennas, excepting satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type.or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property provided that no animals shall be kept, bred or maintained for any commercial purposes. Dog runs, outside doghouses or other such outside animal shelters are prohibited.

3.12. Lamps. At such time as a dwelling is constructed on a Lot, the owner of such Lot shall purchase from the Developer and install one outdoor electric lamp post. The lamp post shall be installed within the boundaries of the Lot, located in the front yard and included on the final landscape plan, as approved by the ACC. The Owner shall maintain the lamppost and light as needed.

3.13. Garages: Parking and Concrete Driveway Approaches.

a) Each Lot shall have a private enclosed garage (attached to the dwelling) for on-site storage of not less than two automobiles for each one family dwelling built upon such Lot and shall be connected to the street by a properly surfaced asphalt, concrete or brick driveway (such driveway shall be installed and completed within one year from the date of issuance of any occupancy permit).

(b) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.

3.14. Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.15. Exterior Building, Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote material(s) proposed to be used, i.e. brick, stone, wood, LP, cement board, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(b) The design, layout and exterior appearance of each dwelling, proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but also to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

3.16 Mailboxes. Each Single Family Lot Owner and Two Family Lot Owner shall be required to purchase a mailbox from the Association. The cost of the mailbox shall be $_____ which shall be paid by the Owner at closing. The Owner shall be responsible for installing the mailbox at a location selected and approved by the ACC to insure harmony and appearance throughout the Property. The Association shall be responsible for maintaining said mailbox.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Each Single Family Lot Owner and Two Family Lot Owner shall be a member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one vote in the Association for each Lot owned by the Member. When more than one person or entity holds an ownership interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as Developer, or its successors and assigns, shall own one or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer or its successors and assigns. When Developer no longer owns one or more Lots, Developer shall promptly select three Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against a Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six months from the date of its execution.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1. Owner's Easement of Enjoyment Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Outlots. Title to the Outlots as mentioned above in Section 3.7 (d), shall be conveyed to the Association by quit claim deed, in accordance with Section 5.5 below, by the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Entry Monuments shall be located on easements for the benefit of the Association and the Entry Monuments shall be maintained, operated and administered by the Association.

5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village, to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to the prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.4. Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged area; the Association or the Village shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with 10% for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of 18% unless paid in full within 15 days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.5 Right to Enter and Maintain. The Developer and Association are hereby granted an easement and consequently shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other Improvements which benefit other Outlots, Lots and/or Meadowlands as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior written notification to the Developer, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.6. Disclaimer. Developer shall convey the above-mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association 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 use of the Common Areas. The Association shall indemnify. and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI
COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) special assessments as provided in sections 5.4 and 7.3. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one tenth (10%) of the total assessments due, provided for in this Article 6 of the Declaration, for every Lot owned by the Developer in Meadowlands Subdivision. Every subsequent Owner who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same, or prorated amount, in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only 10% of the assessments as set forth under this Article VI, the Developer shall be responsible for up to 100% of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form a special assessment under this Article VI.

6.2. Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees

paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2 (a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, Section 779.70.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after 30 days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3. Special Assessment for Capital Improvement and Repairs to Sewer, Storm Sewer, Underground Improvements and Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village of Pleasant Prairie) located within any water drainage easement area.

6.4. Special Assessments for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) point, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors, shall have all necessary rights of ingress

and egress to and from such Lot, building or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with 10% for overhead, shall be assessed against the Lot upon which such maintenance is performed and if not paid within 30 days of written notice of the amount of such assessment shall accrue interest at the annual rate of 18%. Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.7. Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement with 15 business days after the grantee's request, it is barred from claiming under any lien, which was not filed prior to the request for the statement against the grantee.

6.8. Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter until paid in full bear interest at the rate of Eighteen (18%) percent per annum or the highest interest rate permitted by law, whichever is lower. In addition to the interest charges, a late charge of up to $50.00 per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than 30 days after payment is due.

6.9. Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If

the assessment levied against any Lot remains unpaid for a period of 60 days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village would impair the ability of the Developer, Association or the Owner to perform the functions as set forth in the herein and in the final plat. Any proposed elimination or material reduction in the assessments or charges against Owners shall meet with the approval of the Village.

ARTICLE VII
Enforcement, Termination, Modification

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer and/or the Association and/or the Village or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns and/or the Village in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief;
(b) Action for specific performance;
(c) Action for money damages as set forth in this Declaration;
(d) Performance of these covenants by the Developer and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer or the Village describing such default. In such event the defaulting Owner shall be liable to the Developer or the Village for the actual costs (plus 15% for overhead) related to or in connection with performing these covenants; and
(e) The manner provided for in Section 12.10 below.

7.3 Reimbursement. Any amounts expended by the Developer and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer and/or the Village shall have the right to enter upon any building site or Lot within the Property for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants, and if the Developer and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.6 Village Authority. In the event the obligations contained herein and as continued in the final plat are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the Village in accordance with Wisconsin Statutes may levy the charges as a special assessment.

7.7 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on final plat.

7.8 Conflict & Failure to Mention. In the event of a conflict between the provision of this Declaration and the Village ordinance, and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot structure to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a wavier of such Village requirement and/or approval. Each and every Owner shall be solely responsible to insure that the Village ordinance is adhered to and shall be subject to the appropriate Village approval process for construction of a structure on a Lot.

7.9 Developer's Right to Expand the Property. The Developer shall have the right to expand Meadowlands Subdivision to include any contiguous parcels of land owned by the Developer. The Owners of lots in the original Meadowlands Subdivision and any addition would together form one Association and all Owners would share in the cost of the maintenance of all Outlots and Common Areas located within Meadowlands Subdivision and the additional property. Developer reserves the exclusive right to grant and convey easements and cross-easements between Meadowlands Subdivision and any additional property. Such easements and cross-easements may be granted by the Developer, in its own name and without the consent or approval of any Owner.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer, and shall be for the benefit of and be enforceable solely by the Association for a period of 100 years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty years unless an instrument signed by the Owners of two-thirds of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment executed: (a) solely by the Developer until such time as Developer conveys at least 38 Lots to other Owners, (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five (75%) percent of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen year period, this declaration may be amended by written declaration executed by at least seventy-five (75%) percent of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3. Enforcement. Upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five days after notice, or if a second occurrence of such violation shall occur within six months of the original notice of such violation from the Association, the Association may levy a fine in the amount of $500 and an additional fine of $100 for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within 15 days after written notice of such fine, the amount due shall accrue interest at the rate of 12% annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting the violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2nd Amendment to Meadowlands Sub.

Document Number | Document Title

DOCUMENT NUMBER
1237589

AMEND DECLAR COVENANTS
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 10/05/2001 at 1:54PM
10051185
$15.00
SUEB
REDEEDED

Recording Area

Name and Return Address
Michael D Ungemach
Lichtsinn & Haemmel
111 E Wisconsin Ave Ste 1800
Milw WI 53202

15

92-4-122-223-0199
Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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 Statutes, 59.517. WRDA 2/96*

SECOND AMENDMENT TO MEADOWLANDS RESIDENTIAL DEVELOPMENT DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS

This Second Amendment to Meadowlands Residential Development Declaration of Restrictions, Covenants, and Easements is made this 22nd day of August, 2001, by Meadowlands, LLC, (the "Developer"), a Wisconsin limited liability company.

CITATIONS

WHEREAS, Meadowlands Residential Development Declaration of Restrictions, Covenants, and Easements (the "Declaration") Dated the 24th day of August, 2000, was recorded on the 28th day of August, 2000, with the Register of Deeds Office for Kenosha County as Document No. 1192068; and

WHEREAS, the Plat of Meadowlands Addition No. 2 (the "Plat") was recorded on the 5th day of Oct., 2001, with the Register of Deeds Office for Kenosha County as Document No. 1232578; and

WHEREAS, The Robert and Marceline Galvin Living Trust (the "Trust") is the owner of lands abutting Meadowlands Addition No. 2. The Trust is claiming adverse rights to Outlot 7, Outlot 8, and Outlot 9 of Meadowlands Addition No. 2; and

WHEREAS, Developer desires to convey Outlots 7, 8, and 9 to the Trust and release the Developer and the Meadowlands Homeowner's Association, Inc. from all rights and obligations imposed by the Declaration with respect to Outlots 7, 8, and 9; and

WHEREAS, Developer desires to amend the Declaration to release the Developer and the Meadowlands Homeowner's Association, Inc. from the rights and obligations imposed by the Declaration with respect to Outlots 7, 8, and 9; and

WHEREAS, pursuant to Section 8.1 of the Declaration, the undersigned Declarant is the owner of at least 38 Lots in Meadowlands Subdivision and therefore has the authority to amend the Declaration. Furthermore, the Declarant has obtained the prior written approval of this Amendment from the Village of Pleasant Prairie.

AMENDMENT

1. The Developer hereby agrees to convey by Quit Claim Deed Outlots 7, 8, and 9 of Meadowlands Addition No. 2 to the Robert and Marceline Galvin Living Trust.

2. The Declaration is hereby amended releasing the Developer and the Meadowlands Homeowner's Association, Inc. from all rights and obligations imposed by the Declaration with respect to Outlots 7, 8, and 9, which property is more particularly described as follows:

Outlot 7, 8, and 9 of Meadowlands Addition No. 2, being part of the SW ¼, SE ¼, NW ¼ and NE ¼ of the SW ¼ of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

3. The undersigned Declarant is the owner of at least 38 Lots in Meadowlands Subdivision and has the right to amend the Declaration pursuant to Section 8.1 of the Declaration.

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

Meadowlands, LLC

By: Scott Simon
Scott Simon, Member

Subscribed and sworn to before me
this 22nd day of August, 2001.
Jan M. Wilke
Notary Public, Milwaukee County, WI
My Commission Expires: 2-17-2002

This instrument was drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, S.C.
111 East Wisconsin Avenue
Suite 1800
Milwaukee, WI 53202

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Title

DOCUMENT NUMBER
1192067

MEMORANDUM OF DEVELOPMENT
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 8/28/2000 at 12:15PM
38212 $30.00
DOWR REGDEED3

Recording Area

Name and Return Address
VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVE
PLEASANT PRAIRIE, WI
53158

30-

See Attached

Parcel Identification Number (PIN)

This page is part of a legal document. . . DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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 Statutes, 59.43(2m) WRDA 2/99

MEMORANDUM OF DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND MEADOWLANDS LLC, A WISCONSIN LIMITED LIABILITY COMPANY

Return to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Numbers:
92-4-122-223-0195-0
92-4-122-223-0250-0

This Memorandum of Development Agreement is made by **Meadowlands LLC, a Wisconsin Limited Liability Company** (the "Developer") with offices located at W331 S4040 Connemara Drive, Dousman, Wisconsin 53118 and the **Village of Pleasant Prairie,** a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Developer and the Village have entered into a Development Agreement dated as of August 24, 2000 regarding a development known as "Meadowlands Development" (the "Development") of certain real property located within the Village (the "Property"), the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference. The Meadowlands Development is composed of the Meadowlands Subdivision and the Meadowland Condominium Development. A copy of the referenced Agreement is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved Construction Plans, Profiles and Specifications relating to the Required Public Improvements to be completed on the Property, all of which are a part of or provided for in the Agreement.

2. The Developer has dedicated, given, granted and conveyed, to the Village and the Meadowland's Homeowner's Association and Condominium Owner's Association,

respectively certain easements affecting the Final Subdivision Plat and the Final Condominium Plat included in the Development for public improvements, including stormwater management, maintenance areas and public drainage system improvements, sanitary sewer easements, landscaping and maintenance easements, signage and maintenance easements, and related access easements. These easements are shown and described on the approved Final Subdivision Plat and Final Condominium Plat.

3. The Developer has dedicated, given, granted and conveyed to the Village certain public street right-of-ways through a fee interest title affecting the property on the Final Subdivision Plat for permanent maintenance and access purposes, sanitary sewer system, water system, storm sewer system, curb and gutter, roadway improvements, and related public purposes. These Dedicated Public Streets are shown and described on the approved Final Subdivision Plat and Final Condominium Plat.

4. The Developer has dedicated, given, granted and conveyed to the Village certain vision triangle easements at the intersection of certain public right-of-ways affecting the Property in the Development for the protection of traffic visibility and traffic site distance. These easements are described on the approved Final Subdivision Plat and Final Condominium Plat.

5. The Developer has dedicated, given, granted and conveyed to the various utility companies certain utility easements affecting the Property in the Development for telephone, natural gas, electric power and cable TV lines and other related improvements and facilities, which will be installed underground, wherever possible. These easements were shown and described on the approved Final Subdivision Plat and Final Condominium Plat of the Development. To the extent such utility improvements are located in public street right-of-way areas, they are subject to restrictions to be set

out on the Final Subdivision Plat and Final Condominium Plat of the Development and applicable Village Ordinance requirements.

6. The Developer has dedicated, given, granted and conveyed to the Village, by the Meadowland's Homeowner's Association, and the Meadowlands Condominium Homeowner's Association certain non-exclusive storm water management, access and maintenance easements affecting Outlots 2 and 3 on the Final Subdivision Plat and Final Condominium Plat and certain areas and has dedicated such easements to the Village, Homeowner's Association, and the Condominium Homeowner's Association for maintenance, storm water management, access and maintenance easement areas; the utility easement areas; landscape, signage and planting areas.

7. The Developer shall be afforded a right-of-recovery cost reimbursement based upon fair share cost analysis for the public improvements installed in 64th Avenue which directly benefit the abutting Pleasant Prairie property owners. A copy of the Right-of-Recovery and Funding Agreement is on file with the Village Clerk.

8. The Developer has notified the Village of a potential adverse possession claim by an adjacent property owner which impacts an area identified as Exhibit P in the referenced Development Agreement. Information as it relates to this potential claim is outlined in the Development Agreement on file with the Village.

9. The Development Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer and their respective successors and assigns as to the Agreement.

10. This Memorandum of Development Agreement is intended for notice purposes only and is not a complete summary of the Development Agreement. The provisions of this Memorandum shall not be used in interpreting the Development Agreement. In the event of any conflict between this Memorandum and the Agreement, the Development Agreement shall control.

IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this 24th day of August, 2000.

VILLAGE OF PLEASANT PRAIRIE

By _____
John P. Steinbrink,
Village President

MEADOWLANDS, LLC, a Wisconsin Limited Liability Company

By _____
Scott Simon
Manager

ATTEST:
By _____
Jane M. Romanowski, CMC
Village Clerk

STATE OF WISCONSIN)
SS:
KENOSHA COUNTY)

This **Memorandum of Development Agreement** was acknowledged before me this 24th day of Aug., 2000 by Scott Simon.

_____
Notary Public
State of Wisconsin
My Commission expires: 2-17-2002

STATE OF WISCONSIN)
SS:
KENOSHA COUNTY)

This **Memorandum of Development Agreement** was acknowledged before me this 22nd day of August, 2000 by **John P. Steinbrink and Jane M. Romanowski, CMC,** President and Village Clerk, respectively, of the **Village of Pleasant Prairie.**

Joann M. Welch
Notary Public
State of Wisconsin
My Commission expires: 2-17-2002

This instrument was drafted by:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

EXHIBIT "A"

A parcel of land described as follows:

Being part of the Southwest ¼, of the Southeast ¼, of the Northwest ¼, and of the Northeast ¼ of the Southwest ¼ of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin being more completely described as follows: commencing at the South ¼ corner of said Section 22; thence with the East line of said Southwest ¼ North 3°06'11" West, a distance of 87.10' to the point of beginning; thence continuing North 3°06'11" West, a distance of 1553.89' to a point; thence South 89° 53'37" West, a distance of 648.08' to a point; thence South 06°29'22" East, a distance of 129.99' to a point; thence South 10° 39' 06" East, a distance of 123.08' to a point; thence South 16° 28' 22" East, a distance of 122.37' to a point; thence South 14°00'35" East, a distance of 110.54' to a point; thence South 03° 22'16" East, a distance of 101.53' to a point; thence South 00° 51'56" West, a distance of 128.10' to a point on a curve; thence with said curve to the left a length of 283.42' to a point, said curve having radius of 733.00', a chord that bears South 84°17'32" West for a distance of 281.66', thence South 73°12'55" West, a distance of 124.81' to a point on a curve; thence with said curve to the right a length of 227.93' to a point, said curve having a radius of 667.00', a chord that bears South 83° 00'17" West for a distance of 226.82'; thence with a curve to the left a length of 299.33' to a point, said curve having a radius of 674.00', a chord that bears South 80° 04'16.5" West for a distance of 296.88'; thence South 67°20'54" West, a distance of 26.01' to a point on a curve; thence with said curve to the right a length of 78.54' to a point, said curve having a radius of 50.00", a chord that bears North 67°39' 06" West for a distance of 70.71"; thence South 67° 20'55" West, a distance of 33.00' to a point in the centerline of Old Green Bay Road; thence with said centerline South 22°39'06" East, a distance of 775.24' to a point on the northerly right of way of 104th Street also known as S.T.H. "165"; thence with said right of way North 89°40'10" East, a distance of 1367.89' to the point of beginning. Said parcel containing 37.749 acres more or less.

VILLAGE OF
PLEASANT
PRAIRIE

EXHIBIT TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND MEADOWLANDS, LLC REGARDING A FUNDING AND RECOVERY AGREEMENT FOR WATER MAIN SYSTEM IMPROVEMENTS

Agreement made this 24th day of August, 2000 by and between the **VILLAGE OF PLEASANT PRAIRIE**, Kenosha County, Wisconsin, a municipal corporation existing under and by virtue of the laws of the State of Wisconsin and with its offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158, hereinafter referred to as "Pleasant Prairie", and **MEADOWLANDS, LLC**, a Wisconsin Limited Liability Company with offices located at W 331 S4040 Connemara Drive, Dousman, Wisconsin 53118 hereinafter referred to as the "Developer";

WITNESSETH

1. That to facilitate the availability of public improvements, "Pleasant Prairie" has authorized the Developer to cause the extension of municipal water system improvements in 64th Avenue extending from State Trunk Highway 165 north to 103rd Street. That said public water system improvements will be available to serve other parcels within Pleasant Prairie located on the east side of 64th Avenue as identified in paragraph 5 below.

2. That to further facilitate the construction of the Development owned by the Developer, Pleasant Prairie has authorized the Developer to undertake certain public improvements which consists of the installation of public water system improvements in 64th Avenue to serve said Development, and which will further serve other properties within Pleasant Prairie.

3. That in return for Pleasant Prairie authorizing the construction of the aforesaid public water system improvements at this time, the Developer has agreed to pay the full cost thereof of the public water system improvements, which sum is expected to be over and above that portion of the cost properly chargeable to the Developer.

4. That the Developer shall, upon execution of this document, have recovery rights as to a portion of said sums as hereinafter set forth.

5. That if the users of Tax Parcel Numbers 92-4-122-224-0380-0, 92-4-122-224-0385-0, 92-4-122-224-0391-0, 92-4-122-224-0392-0, 92-4-122-224-0394-0, 92-4-122-224-0396-0, 92-4-122-224-0410-0, or 92-4-122-224-0420-0 connects to or utilizes said water main or as a condition of a land division approval, whichever occurs first, the affected property owners shall pay a special assessment equal to a certain portion of the total cost of such public improvements which is proportional to the cost of the improvements

to the tax parcel numbers as computed and delineated by the Developer's project engineers as set forth in Attachment 1; and that Pleasant Prairie does herewith agree and bind itself to pay to the Developer a portion of such special assessments with no interest accrual as the same are collected but, in no event, not to exceed Fifty Four Thousand and Two Hundred and .80/100 ($ 54,200.80) from the owners as outlined in Attachment #1.

6. It is further understood and agreed that the Developer shall have absolutely no right to recover, and Pleasant Prairie shall have absolutely no obligation whatever to repay, any amounts collected by Pleasant Prairie for such special assessments after August 24, 2015.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed and dated as of this 24th day of August, 2000.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink,
Village President

MEADOWLANDS LLC

Scott Simon
Manager

ATTEST:

Jane M. Romanowski,
Village Clerk

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this 24th day of August, 2000 by **Scott Simon, Manager, Meadowlands LLC.**

Notary Public, State of Wisconsin
My Commission expires: 2-17-2002

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this 22nd day of August, 2000 by **John P. Steinbrink** and **Jane M. Romanowski**, President and Clerk, respectively, of the **VILLAGE OF PLEASANT PRAIRIE**.

Joann M. Weibel
Notary Public, State of Wisconsin
My Commission expires: 2-17-2002

This Agreement Drafted by:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

AGREEMEN.F&R

Meadowlands
Right of Recovery Statement
Village of Pleasant Prairie

ATTACHMENT 1

64th Avenue

Tax Parcel	Frontage	1" copper water lateral @ $18/L.F. L.F.	$ amt	8" water main 1579.2 L.F. @ $21.50/L.F. (prorata per total)	8" gate valves 4 ea @ $62.50 (prorata)	Hydrant Assembly 5 ea @ $2,500 (prorata)	Total
224-0420	150	24	$432.00	$1,780.80	$136.37	$655.62	$3,004.79
224-0410	107.95	38	$684.00	$1,281.58	$98.14	$471.83	$2,535.55
224-9396	242	38	$684.00	$2,873.03	$220.01	$1,057.73	$4,834.77
224-0394	245	38	$684.00	$2,908.65	$222.74	$1,070.84	$4,886.22
224-0391	137.5	38	$684.00	$1,632.40	$125.00	$600.98	$3,042.39
224-0392	137.5	37	$666.00	$1,632.40	$125.00	$600.98	$3,024.39
224-0385	250	37	$666.00	$2,968.01	$227.28	$1,092.70	$4,953.98
224-0380	160	36	$648.00	$1,899.52	$145.46	$699.33	$3,392.31
Developer				$16,976.40	$1,300.00	$6,250.00	$24,526.40
Total	1429.95		$5,148.00	$33,952.80	$2,600.00	$12,500.00	$54,200.80

Date: 8/15/2000

/123r5/work/meadowlands/riteofrecovery.123

8.4. Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision but in such a manner so as to make said provision valid and legal.

8.5. Notice of Other Uses. The Developer intends to construct and/or sell to other purchasers the property and rights to construct facilities, buildings, improvements, and structures within the Meadowlands as allowed under the Village zoning classifications and any other zoning as allowed by the Village. These uses include, but are not limited to condominiums or multifamily for rent properties.

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

MEADOWLANDS, LLC

BY: Scott Simon

Scott Simon, Member

STATE OF WISCONSIN)
) ss.
Kenosha COUNTY)

Personally came before me this 24th day of _____, 2000, the above-named Scott Simon, Member of the above-named Developer, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said Developer, by its authority.

Joan M. Weiler

Notary Public: Waukesha County, WI.
My Commission Expires: 2-17-2002

This instrument was drafted by and should be returned to:

Scott Simon
C/O MEADOWLANDS, LLC
W331 S4040 Connemara Drive
Dousman, WI 53118

Parcel A:

The South 98.50 Acres of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, except that part of the said south 98.50 acres which lies West of Old Green Bay Road, also excepting that parcel described as: Commencing at a point in the center of Highway 31, 570 feet North of a point 1119.5 feet East of the Southwest corner of said 1/4 Section; thence East 140.9 feet; North 132 feet; West 189.1 feet to the center line of highway, Southeasterly along the center line of said Highway 149.5 feet to the place of beginning; further excepting therefrom land conveyed in Quit Claim Deed from Donald E. Kleinschmidt to the Wisconsin Department of Transportation dated July 11, 1994 and recorded the Kenosha County Register of Deeds Office on July 13, 1994 in Volume 1693 of Records, Page 971, as Document No.

968030. Said land being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

FOR REFERENCE ONLY:
10300 Green Bay Rd.
Tax Key No. 92-4-122-223-0250

Parcel B:

Part of the Southwest 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian, described as follows: Commencing at a point in the center of U.S. Highway No. 41 as occupied August 21, 1933, which point is 570 feet North (measured parallel to the West line of said 1/4 Section) of a point in the South line of said 1/4 Section which is 1119.5 feet East of the Southwest corner of said 1/4 Section; thence East parallel to the South line of said 1/4 Section 140.09 feet; thence North parallel to the West line of said 1/4 Section 132 feet; thence West parallel to the South line of said 1/4 Section 189.1 feet to the center of said highway; thence Southeasterly along the center line of said highway 142.5 feet to the beginning, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

FOR REFERENCE ONLY:
10221 Green Bay Rd.
Tax Key No. 92-4-122-223-0195

Above N/K/A Meadowlands Park

Amendment to the Development Agreement

Document Number | Document Title

DOCUMENT NUMBER
1226287
AMEND DEVELOPMENT AGREEMT
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 7/09/2001 at 3:27PM
10031051
$20.00
REQUESTED BY

Recording Area

Name and Return Address
RE Title Services
15300 Watertown Plank Rd
Elm Grove, Wi 53122

Meadowlands Addition No. 1
recorded on 7/9/01
as Doc.# 1226285

Lots 35 - 48 & Outlots 4, 5 & 6

92-4-122-223-0195
92-4-122-223-0250

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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 Statutes: 59.517.*

STEWART TITLE

VILLAGE OF
PLEASANT
PRAIRIE

AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND MEADOWLANDS, LLC REGARDING THE MEADOWLANDS DEVELOPMENT

Mr. Scott Simon, Manager, Meadowlands, LLC, herein referred to herein as the "Developer" has requested an amendment to the Development Agreement originally entered into between Meadowlands, LLC and the Village of Pleasant Prairie referred to herein as the "Village" on August 24, 2000 for the Meadowlands Development. This Amendment identifies a redivision of Lots 14 and Lots 21 through 33 of the Meadowlands Development.

WITNESSETH:

1. The Developer and the Village entered into a Development Agreement dated August 24, 2000 regarding the construction of the Meadowlands Development. The legal description for said Development is provided in the Development Agreement, which is on file with the Village Clerk.

2. The Amendment reflects a redivision of the lot lines for Lots 14 and Lots 21 through 33 of Meadowlands Development and said lots are generally located west of 64th Avenue and north of 102nd Street in the Development. This Amendment alters the lot lines but does not create any new buildable lots in the Development. Two (2) new unbuildable outlots will be created, however--Outlots 5 and 6---resulting from an unresolved boundary dispute between the Meadowlands LLC and the adjacent property owner to the north. Meadowlands, LLC has agreed that said outlots are not being developed until the boundary dispute is resolved in the Court of Law. The legal description and plat redivision are attached as **Exhibit 1** to this Amendment and are shown on the Meadowlands Addition No. 1 Plat.

3. The Village Board, at its June 18, 2001 meeting has made the determination that this proposed redivision is technically subject to the Village's Land Division Ordinance but poses no problems to the Village due to the fact that all of the technical matters related to the plat have been previously addressed to the Village's satisfaction as set forth in the referenced Development Agreement. As such, the Village has granted a "Miscellaneous Discretionary Exemption" in accordance with Section 18.0203 of the Village's Land Division and Development Control Ordinance in order to exempt typical platting requirements set forth in the Ordinance due to the fact that this action is simply a redivision of a previously platted subdivision resulting from a property boundary dispute with an adjacent property owner.

4. The Meadowlands Addition #1 Plat is subject to all of the conditions as set forth in the Meadowlands Development Agreement on file with the Village. All conditions shall remain in full force and effect and all of the infrastructure construction and placement shall remain in conformity for the Meadowlands Addition #1 Plat as was approved by the Village for the Meadowlands Development.

5. The Developer and the Village have agreed that the Developer shall provide a Letter of Credit to the Village equal to the cost of extending the public improvements within the boundary disputed area to guarantee that such improvements will be installed.

6. The Developer and the Village have agreed that all other requirements set forth in the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and the Village have caused this Addendum to the Development Agreement to be signed and dated this 5th day of ~~June~~ July 2001.

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink,
Village President

MEADOWLANDS, LLC

By: _____
Scott Simon
Manager

ATTEST:

By: _____
Jane M. Romanowski, CMC
Village Clerk

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this 5th day of July, 2001 by **Scott Simon, Manager, Meadowlands, LLC**

Jean M. Werbie
Notary Public, State of Wisconsin
My Commission expires: 2-17-2002

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this 5th day of ~~June~~ July, 2001 by **John P. Steinbrink and Jane M. Romanowski, CMC, Village President and Clerk**, respectively, of the Village of Pleasant Prairie.

Jean M. Werbie
Notary Public, State of Wisconsin
My Commission expires: 2-17-2002

This Agreement Drafted by:
Jean M. Werbie, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT 1

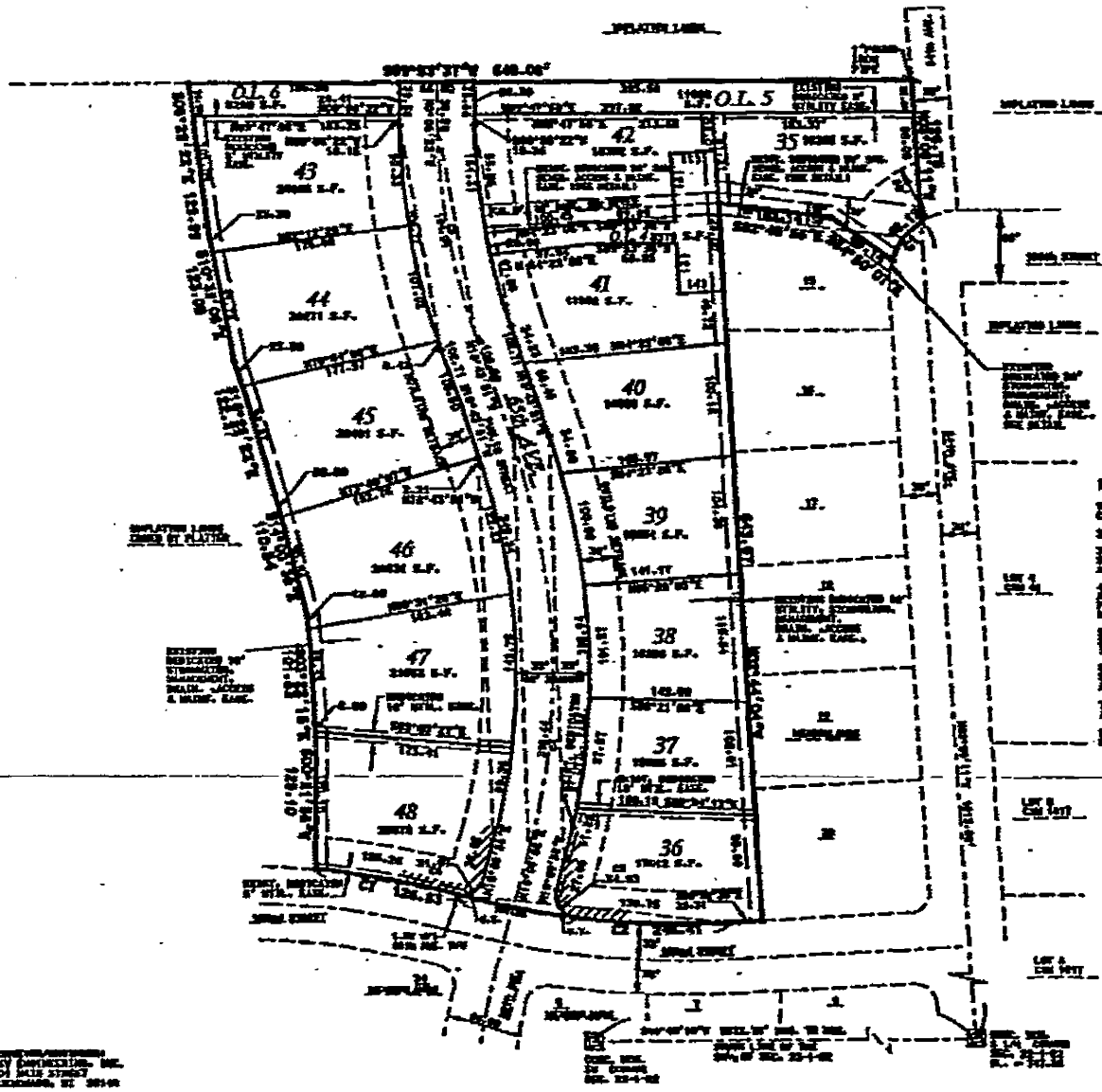
MEADOWLANDS ADDITION NO. 1

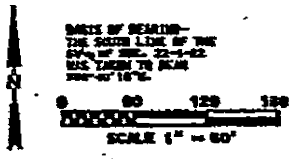
Legal Description

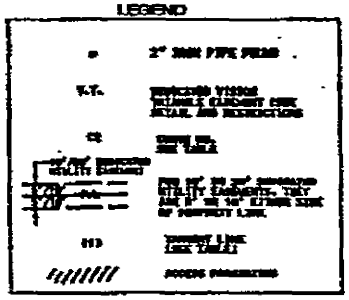
A redivision of Lot 14, and Lots 21 through 33 of Meadowlands, recorded as Doc. 1192066 on August 28, 2000 in the Kenosha County Register of Deed Office, in part of the SE ¼, and NE ¼ of the SW ¼ of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin being more completely described as follows: commencing at the south ¼ corner of said Section 22, thence with the east line of said SW ¼ N 03° 06' 11"W, a distance of 1513.88' to the point of beginning; N 03° 06' 11"W, a distance of 126.75' to a point; thence S 89° 53' 37"W, a distance of 648.08' to a point; thence S 06° 29' 22"E, a distance of 129.99' to a point; thence S 10° 39' 06" E, a distance of 123.08' to a point; thence S 16° 28' 22"E, a distance of 122.37' to a point; thence S 14 00' 35"E, a distance of 110.54' to a point; thence S 03° 22' 16"E, a distance of 101.53' to a point; thence S 00° 51' 56"W, a distance of 128.10' to a point on a curve; thence with said curve to the right a length of 126.83', said curve having a radius of 733.00', a chord that bears S 79° 40' 25.5"E, for a distance of 126.68' to a point on a curve; thence with said curve to the left a length of 246.41', said curve having a radius of 767.00', a chord that bears S 83° 55' 12.5" E for a distance of 245.35' to a point; thence N 86° 52' 35"W, a distance of 29.31' to a point; thence N 02° 44' 04"W, a distance of 643.67' to a point; thence S 82° 45' 56"E, a distance of 103.14' to a point; thence S 54° 50' 07"E, a distance of 68.14' to a point on a curve; thence with said curve to the right a length of 45.11', said curve having a radius of 66.00', a chord that bears N 37° 18' 54.5"E, for a distance of 44.24' to the point of beginning. Said parcel containing 7.629 acres more or less.

MEADOWLANDS ADDITION NO. 1

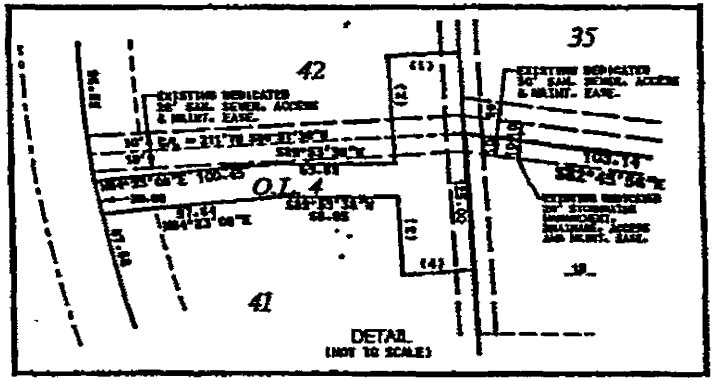
A REDIVISION OF LOTS 34, LOTS 35 THROUGH 39 AND O.L.5 OF MEADOWLANDS IN PART OF THE SE¼ AND NE¼ OF THE SW¼ OF SECTION 22, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.







NOTES:



VILLAGE OF
PLEASANT
PRAIRIE

DOCUMENT NUMBER
1185565

VARIANCE RECORDED
At Kenosha County, Kenosha, WI
Louise L. Principe, Register of Deeds
on 7/24/2000 at 3:44PM $14.00
29664 REQUESTED
BOARD

VARIANCE GRANT DOCUMENT NO. 00-02

Before the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, in regard to the property legally described below:

Return Document to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Numbers:
92-4-122-223-0195-0 and 92-4-122-223-0250-0

Legal Description: Being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin being more completely described as follows: commencing at the South ¼ corner of said Section 22; thence with the East line of said Southwest ¼ North 3°06'11" West, a distance of 87.10' to the point of beginning; thence continuing North 3°06'11" West, a distance of 1553.89' to a point; thence South 89° 53'37" West, a distance of 648.08' to a point; thence South 06°29'22" East, a distance of 129.99' to a point; thence South 10° 39' 06" East, a distance of 123.08' to a point; thence South 16° 28' 22" East, a distance of 122.37' to a point; thence South 14°00'35" East, a distance of 110.54' to a point; thence South 03° 22'16" East, a distance of 101.53' to a point; thence South 00° 51'56" West, a distance of 128.10' to a point on a curve; thence with said curve to the left a length of 283.42' to a point, said curve having radius of 733.00', a chord that bears South 84°17'32" West for a distance of 281.66', thence South 73°12'55" West, a distance of 124.81' to a point on a curve; thence with said curve to the right a length of 227.93' to a point, said curve having a radius of 667.00', a chord that bears South 83° 00'17" West for a distance of 226.82'; thence with a curve to the left a length of 299.33' to a point, said curve having a radius of 674.00', a chord that bears South 80° 04'16.5" West for a distance of 296.88'; thence South 67°20'54" West, a distance of 26.01' to a point on a curve; thence with said curve to the right a length of 78.54' to a point, said curve having a radius of 50.00", a chord that bears North 67°39' 06" West for a distance of 70.71"; thence South 67° 20'55" West, a distance of 33.00' to a point in the centerline of Old Green Bay Road; thence with said centerline South 22°39'06" East, a distance of 775.24' to a point on the northerly right of way of 104th Street also known as S.T.H. "165"; thence with said right of way North 89°40'10" East, a distance of 1367.89' to the point of beginning. Said parcel containing 37.749 acres more or less.

WHEREAS, the Land Division and Development Control Ordinance of the Village of Pleasant Prairie requires that a Preliminary Condominium Plat be filed prior to filing a Final Condominium Plat for the proposed condominiums within the Meadowlands Development proposed to be located at the northeast corner of STH 165 and Old Green Bay Road; but that upon petition, such requirement may be varied by the Village Board of Trustees where such variance will not be contrary to the public interest, and where owing to special conditions, a literal enforcement of the provisions of the Land

Division and Development Control Ordinance will result in unnecessary hardship or practical difficulties and where granting such variance will uphold the spirit of the Ordinance and contribute to the justice of the particular case in question, and;

WHEREAS, the petitioner previously filed a preliminary plat for the entire Meadowlands Development, which included the condominium portion of the plat, as conditionally approved by the Village Board on October 4, 1999; and

WHEREAS, a petition therefore having been filed and public hearing held thereon, and the Village Board of Trustees of the Village of Pleasant Prairie having determined that due to special circumstances--the previous filing and conditional approval of a preliminary plat for the entire Meadowlands Development, the filing of an additional preliminary plat for the condominium portion would be repetitious, as the conditions for approval would be the same--a literal enforcement of the provisions of the ordinance will result in unnecessary hardship or practical difficulties and that a variance may properly be granted which would uphold the spirit of the ordinance and contribute to the justice of the particular case in question; and

NOW THEREFORE, a **Variance** from Section 18.0204 B.9. of the Village Land Division and Development Control Ordinance was granted to waiver from the Village requirements of filing of a preliminary condominium plat for the Meadowlands development located at the northeast corner of the proposed 65th Avenue and 104th Street (STH 165) subject to the following conditions:

1. Approval and compliance with any conditions of the Site and Operational Plans, the Final Plat (for the entire plat), Conditional Use Permit and the Development Agreement to be considered by the Village Board.
2. The granting of these variances does not waive any other requirement of the Village's Land Division and Development Control Ordinance, the Developers Agreement for Prairie Ridge Development or any other Village Ordinances.

Granted by action of the **Village Board of Trustees** of the **Village of Pleasant Prairie** this 19th **day of June 2000.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski, cmc
Village Clerk

MEADOWLANDS, LLC

Scott Simon, Manager

ACKNOWLEDGMENT

STATE OF Wisconsin)
SS
Kenosha COUNTY)

Personally came before me this 20th day of June, 2000, the above named Scott Simon, known to be the person who executed the foregoing instrument and acknowledge the same.

Peggy K. Herrud
Notary Public Kenosha County, WI.
My Commission is permanent. (If not, state expiration date: 3/17/02)

THIS INSTRUMENT WAS DRAFTED BY:
Jean M. Werbie, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Document Number

DISTRIBUTION EASEMENT
UNDERGROUND JOINT

DOCUMENT NUMBER 1242423

EASEMENT RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 11/12/2001 at 3:20PM $13.00
100556807 JOES RECORDED

IDO NO. 177106-3A

For good and valuable consideration which **MEADOWLANDS, LLC,** hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC., d/b/a AMERITECH-WISCONSIN & TIME WARNER ENTERTAINMENT COMPANY, LP** hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement areas."

The easement areas are described as the north 5 feet of Lot 5, Meadowlands Subdivision AND the westerly 10 feet of Lots 43, 44, 45, 46, 47 and 48, Meadowlands Addition No. 1 Subdivision, both of the aforementioned plats being located in the Southwest ¼ of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin. These easement areas are in addition to those depicted on the recorded plats for Meadowlands and Meadowlands Addition No. 1.

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

13

See Next Page
(Parcel Identification Numbers)

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

MEADOWLANDS, LLC
A Wisconsin Limited Liability Company

By: Scott Simon
MANAGING MEMBER
SCOTT SIMON

Acknowledged before me in Waukesha County, Wisconsin on November 5th 2001, by Scott E Simon, and MANAGING Member, of **MEADOWLANDS, LLC,** a Wisconsin limited liability company, in it's name and on it's behalf.

Natalie Hock
Notary Public Signature, State of Wisconsin

Natalie Hock
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires 10-10-04

Parcel Identification Numbers:

92-4-122-223-0255
92-4-122-223-0343
92-4-122-223-0344
92-4-122-223-0345
92-4-122-223-0346
92-4-122-223-0347
92-4-122-223-0348

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201.

LOTS 49-58

OUTLOTS 7,8,9,10

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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 Statutes 59.517.

99-C-1

STEWART TITLE GUARANTY COMPANY

Document Number

MEADOWLANDS RESIDENTIAL DEVELOPMENT- DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

Document Title

DOCUMENT NUMBER
1237584

DECLR COVENANTS/RESTRICTS
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 10/05/2001 at 1:51PM $55.00
10051185 SUEB RECORDED

Recording Area

Name and Return Address
SCOTT SIMON
W331 S4040 CONNEMAR
DOUSMAN, WI 53118

55

PLAT OF MEADOWLANDS SUBDIVISION, ADDITION #2, RECORDED ON 10/5/01 AS DOC. # 1237578

92-4-122-223-0195/0

Parcel Identification Number (PIN)

EXHIBIT J-1

MEADOWLANDS RESIDENTIAL DEVELOPMENT
Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS ("Declaration"), is made this 24 th day of August, 2000, by Meadowlands, LLC, a Wisconsin Limited Liability Company ("Developer") with its principal place of business at W331 S4040 Connemara Drive, Dousman, WI 53118.

WITNESSETH:

WHEREAS, the Developer is the owner of real property known as Meadowlands Subdivision ("Meadowlands") which is made up of 27 single family lots and 12 two family lots located in the Village of Pleasant Prairie (the "Village"), County of Kenosha, State of Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Developer desires to subject the real property described on the attached Exhibit "A" (the "Property"), to the conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants ") set forth in this Declaration, each and all of which is and are for the benefit of such Property, the Developer, Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof,

WHEREAS, it is the Developer's intention to develop the Property into 27 single family lots and 12 two family (duplex) lots all of which are zoned under the Village Residential Zoning Classifications.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall mean Meadowlands, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee, and visa versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to the Meadowlands Homeowner's Association, Inc.

1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Common Areas" shall mean all real property and real property interests located within Meadowlands and designated as Restricted Stormwater Detention Areas, Restricted Areas, Restricted Planting and Landscape Easement areas, Entry Monument Easement areas and other areas as shown on the final plat for Meadowlands and which at the time of filing of the final plat, incorporation of the Association, or at such other time the Developer in its sole discretion desires to convey to the Association, and which upon such conveyance the Association shall have the responsibility to maintain. Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on the real property.

1.5. "Single Family Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property included in the Single Family section of the Property, with the exception of Common Areas.

1.6. "Two Family Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property included in the Two Family (Duplex) section of the Property, with the exception of Common Areas.

1.7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property including Single Family Lots and Two Family Lots, with the exception of Common Areas

1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether a Single Family Lot or a Two Family Lot, as the case may be; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person instead of the vendor.

1.9. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit "A" attached hereto and as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. Developer may, from time to time and in its sole discretion, subject all or a portion of the property described on Exhibit B attached hereto to this Declaration, or any other portion of property being a part of Meadowlands, by appropriate reference hereto. The additions authorized herein shall be made by filing for record Declarations in the Office of the Register of Deeds for Kenosha County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants

of this Declaration to such property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of property owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional properties and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional properties, which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the property described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1. General Purpose. The Properties are subject to the Covenants to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof, to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

Acceptance of Dedications, Restrictive Covenants and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration.

Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the Stormwater Detention Areas, Entry Monuments and their related landscaping and lighting elements, Planting and Landscape Areas, landscaping within the cul-du-sac islands and medians, and street trees (all as described below). Nothing contained herein shall constitute a waiver by the Developer to subsequently assess the costs of all, or portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.

3.2. Land Use and Building Type. No Single Family Lot shall be used for any purpose except for single family residential purposes as defined by the Village of Pleasant Prairie

(hereinafter "Village") zoning ordinance. In home occupations may be permitted after Architectural Control Committee review. No building shall be erected, altered, placed or permitted to remain on any Single Family Lot other than one single-family dwelling not exceeding two (2) stories or thirty five (35) feet in height, and a private attached garage for not less than two cars. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser of a Single Family Lot may use such Single Family Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3. Architectural Control. No building, outbuilding, accessory structure, fence, wall, swimming pool (above ground swimming pools are prohibited), driveway, deck, side walk, landscaping or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure and including exterior additions, enlargements, or remodeling) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot including without limitation, adding a deck, patio or side walk, repainting or landscaping changes on existing homes or duplexes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.9 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3)) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within 60 days after the plans and specifications have been submitted to it then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion require stricter standards, or conversely, may require lesser standards, on a case by case basis, if it reasonably determines that such modified standards are required for the benefit of the entire Property or Lot, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of the Developer shall be binding upon each and every Owner.

No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.4.A. Dwelling Size. Single Family Lots: No dwelling shall be erected on any Single Family Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,500 square feet for a one-story dwelling;
(b) Not less than 1,700 square feet for a split-level with a minimum first floor area of 1,000 square feet,
(c) Not less than 1,700 square feet for a two story dwelling with a minimum first floor area of 1,000 square feet,
(d) With respect to all other types of single family dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.4.B. Dwelling Size. Two Family Lots (Duplex): No dwelling shall be erected on any Two Family Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,350 square feet per unit for a one-story dwelling;
(b) Not less than 1,550 square feet per unit for a split-level,
(c) Not less than 1,550 square feet per unit for a two story dwelling,
(d) With respect to all other types of two family dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.5. Grading, Building, Location and Lot Areas

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Community Development Department of the Village. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC, but in no event less than that provided by the applicable Village ordinance. Generally, the ACC shall endeavor to maintain front structural setbacks of not less than 65 feet

from the right-of-way of all Federal, State and County Highways and not less than 30 feet from other road right-of-ways, side yard setbacks of not less than 10 feet and rear yard setbacks of not less than 25 feet.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing and proposed ground grade shown at all corners together with all easements as shown on the final plat. The ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from their Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property of Meadowlands shall be caused by an Owner which varies from the Grading Plan as that plan is amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plan, where these changes do not violate the purpose, spirit and intent of said Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the ACC and the Village; in all other cases the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of building grades by the ACC, the applicant shall file the approved grade with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Owner's cost, to a location within the Property specified by the Developer or shall be removed from the property at the direction of the ACC.

3.6. Completion. All construction of dwellings and other incidental structures shall be completed within one year from date of commencement of construction. Pavement of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one year form issuance of an occupancy permit from the Village.

3.7. Easements/Dedications/Obligations.

(a) Certain Easements affecting the Property are recorded on the final plat for Meadowlands in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained)

by the Developer or its successors and assigns to the Village, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable television, and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of Meadowlands and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and the uses and purposes of the Village; nor shall any improvement be placed within such areas without the prior written consent of the Developer, Village and /or any other party having an interest in the respective easement area.

The minimum front or street setback, shore yard, side yard, rear yard, and on other such areas ("Setback Areas") are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, Meadowlands and or the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(b) Entry Monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments", may be located on those areas designated on the plat. Easements coextensive with the areas shown on the final plat as Dedicated Entry Monument Easements located within such Lots/Outlots have been dedicated, given, granted and conveyed by the Developer to the Association for the purposes of placing, constructing, installing and maintaining Entry Monuments all in accordance with Village approved plans and for related ingress and egress. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations with respect to such areas only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the above-mentioned areas. The Entry Monuments structures and their related landscaping elements shall remain the property of the Association.

(c) Developer has constructed a berm of varying heights surrounding the property and delineated on the plat as a Restricted Planting, Landscape Area and Vehicle Non-Access Area. An easement coextensive with these areas and contained on the above-

mentioned Lots (also as shown on the final plat) has been dedicated, given, granted, and conveyed to the Association, as designated on the final plat for purpose of access to and maintenance of such areas which are to be used for the planting and installing of trees, shrubs and other landscape materials and all related ingress and egress, grading, replacement, alteration and maintenance activities. These easements shall be exclusive except for the coextensive easements granted on the final plat and other future roadway, street, driveway or other such use as approved by the Village. These areas within the Property shall be landscaped in accordance with the Master Landscaping Plan by the Developer (the Master Landscaping Plan is on file with the Village and is made a part of this Declaration); however the failure of the Developer to do so shall not relieve any Lot Owner of the obligations imposed by this covenant set forth herein and as also contained on the final plat. Upon completion of the installation of trees, shrubs and other landscaping materials, no vehicular access through or over such area shall be permitted except as permitted by the Village for roadway, street, driveway or other such uses as agreed upon by the Village and Developer. After the trees, shrubs and other landscaping materials have been planted and installed in such areas, the Association shall maintain the planting and landscaped areas (which maintenance shall include without limitation: watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) in accordance with the Master Landscaping Plan as an aesthetically pleasing landscaped screening area. The Association and its Members shall be bound by the above mentioned covenants and the easements, dedications and restrictive covenants as are contained in the final plat forever. Notwithstanding such easements and dedications, the Village shall have no obligation to exercise its rights with respect to the above-mentioned areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lots or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

Each and every Owner of a Single Family Lot or Two Family (Duplex) Lot shall be responsible for the cost of installing the required landscaping on their Lot in accordance with a detailed landscaping plan which has been reviewed and approved, in writing, by the ACC and in accordance with the Landscape Standards attached and made a part hereto in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details.

The Owners of Lots abutting the berms may install and maintain additional landscaping on the interior side of those berms created within the Restricted Planting, Landscape and Vehicle - Access Area on their Lot provided that the Owner shall be solely responsible for maintaining landscaping not originally placed by Developer or the Association. Prior to any additional

landscaping on such berms, an Owner must have the landscape plan approved by the ACC and the Village. The Association shall have the obligation of maintaining (which maintenance shall include without limitation watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) the landscaping elements in any and all cul-de-sac islands and in the entry islands in accordance with the Master Landscaping Plan approved by the Village. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village along with the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lot or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Association shall be responsible for the maintenance (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) of the street trees contained within the area between the roadway and the Lots. The Village shall have no maintenance obligations with respect to the street trees.

(d) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee simple title interest in the areas shown on the final plat will have been dedicated, given, granted and conveyed by the Developer to the Association. These areas are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above references easements and outlots. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these easements and outlots. All Restricted Stormwater Detention Areas as shown on the residential portion (as defined on the final plat) of the final plat shall be preserved, protected and maintained as a stormwater detention basins. No filling or other activity or condition detrimental to their function as stormwater detention basins shall occur or exist within such areas or on the surrounding lands without the written approval of the Developer and Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer, and the Association The Developer, it successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association along with its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in final plat forever.

3.8. Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village. The

requirements under the Village ordinance are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Village ordinances, as the same may be amended form time to time.

In the event of a conflict between the provision of this Declaration and the Village ordinances, and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a wavier of such Village requirement and/or approval.

3.9. Landscape. All plans for dwellings shall include a landscape plan, which shall be subject to the approval of the ACC, shall be submitted for approval prior to submission of the building plans for the dwelling and shall conform to the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished on the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within one year from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this Section 3.9 of this Declaration and shall be subject to penalties as provided in Section 7.3. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.10. Nuisances, Etc. 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. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

No vehicle, truck, trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses or vehicles other than private passenger cars, station wagons or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

No external antennas, excepting satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property provided that no animals shall be kept, bred or maintained for any commercial purposes. Dog runs, outside doghouses or other such outside animal shelters are prohibited.

3.12. Lamps. At such time as a dwelling is constructed on a Lot, the owner of such Lot shall purchase from the Developer and install one outdoor electric lamp post. The lamp post shall be installed within the boundaries of the Lot, located in the front yard and included on the final landscape plan, as approved by the ACC. The Owner shall maintain the lamppost and light as needed.

3.13. Garages: Parking and Concrete Driveway Approaches.

a) Each Lot shall have a private enclosed garage (attached to the dwelling) for on-site storage of not less than two automobiles for each one family dwelling built upon such Lot and shall be connected to the street by a properly surfaced asphalt, concrete or brick driveway (such driveway shall be installed and completed within one year from the date of issuance of any occupancy permit).

(b) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.

3.14. Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.15. Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote material(s) proposed to be used, i.e. brick, stone, wood, LP, cement board, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(b) The design, layout and exterior appearance of each dwelling, proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but also to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

3.16 Mailboxes Each Single Family Lot Owner and Two Family Lot Owner shall be required to purchase a mailbox from the Association. The cost of the mailbox shall be $_____ which shall be paid by the Owner at closing. The Owner shall be responsible for installing the mailbox at a location selected and approved by the ACC to insure harmony and appearance throughout the Property. The Association shall be responsible for maintaining said mailbox.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Each Single Family Lot Owner and Two Family Lot Owner shall be a member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one vote in the Association for each Lot owned by the Member. When more than one person or entity holds an ownership interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as Developer, or its successors and assigns, shall own one or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer or its successors and assigns. When Developer no longer owns one or more Lots, Developer shall promptly select three Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against a Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six months from the date of its execution.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1. Owner's Easement of Enjoyment Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Outlots. Title to the Outlots as mentioned above in Section 3.7 (d), shall be conveyed to the Association by quit claim deed, in accordance with Section 5.5 below, by the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Entry Monuments shall be located on easements for the benefit of the Association and the Entry Monuments shall be maintained, operated and administered by the Association.

5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village, to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to the prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.4. Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged area; the Association or the Village shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with 10% for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of 18% unless paid in full within 15 days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.5 Right to Enter and Maintain. The Developer and Association are hereby granted an easement and consequently shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other Improvements which benefit other Outlots, Lots and/or Meadowlands as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior written notification to the Developer, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.6. Disclaimer. Developer shall convey the above-mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association 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 use of the Common Areas. The Association shall indemnify, and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI
COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) special assessments as provided in sections 5.4 and 7.3. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one tenth (10%) of the total assessments due, provided for in this Article 6 of the Declaration, for every Lot owned by the Developer in Meadowlands Subdivision. Every subsequent Owner who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same, or prorated amount, in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only 10% of the assessments as set forth under this Article VI, the Developer shall be responsible for up to 100% of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form a special assessment under this Article VI.

6.2. Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees

paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2 (a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, Section 779.70.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after 30 days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3. Special Assessment for Capital Improvement and Repairs to Sewer, Storm Sewer, Underground Improvements and Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village of Pleasant Prairie) located within any water drainage easement area.

6.4. Special Assessments for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6 2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) point, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors, shall have all necessary rights of ingress

and egress to and from such Lot, building or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with 10% for overhead, shall be assessed against the Lot upon which such maintenance is performed and if not paid within 30 days of written notice of the amount of such assessment shall accrue interest at the annual rate of 18%. Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.7. Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement with 15 business days after the grantee's request, it is barred from claiming under any lien, which was not filed prior to the request for the statement against the grantee.

6.8. Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter until paid in full bear interest at the rate of Eighteen (18%) percent per annum or the highest interest rate permitted by law, whichever is lower. In addition to the interest charges, a late charge of up to $50.00 per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than 30 days after payment is due.

6.9. Effect of Nonpayment of Assessments; Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If

the assessment levied against any Lot remains unpaid for a period of 60 days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village would impair the ability of the Developer, Association or the Owner to perform the functions as set forth in the herein and in the final plat. Any proposed elimination or material reduction in the assessments or charges against Owners shall meet with the approval of the Village.

ARTICLE VII
Enforcement, Termination, Modification

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer and/or the Association and/or the Village or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns and/or the Village in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief;
(b) Action for specific performance;
(c) Action for money damages as set forth in this Declaration;
(d) Performance of these covenants by the Developer and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer or the Village describing such default. In such event the defaulting Owner shall be liable to the Developer or the Village for the actual costs (plus 15% for overhead) related to or in connection with performing these covenants; and
(e) The manner provided for in Section 12.10 below.

7.3 Reimbursement. Any amounts expended by the Developer and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer and/or the Village shall have the right to enter upon any building site or Lot within the Property for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants, and if the Developer and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.6 Village Authority. In the event the obligations contained herein and as continued in the final plat are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the Village in accordance with Wisconsin Statutes may levy the charges as a special assessment.

7.7 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on final plat.

7.8 Conflict & Failure to Mention. In the event of a conflict between the provision of this Declaration and the Village ordinance, and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot structure to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a wavier of such Village requirement and/or approval. Each and every Owner shall be solely responsible to insure that the Village ordinance is adhered to and shall be subject to the appropriate Village approval process for construction of a structure on a Lot.

7.9 Developer's Right to Expand the Property. The Developer shall have the right to expand Meadowlands Subdivision to include any contiguous parcels of land owned by the Developer. The Owners of lots in the original Meadowlands Subdivision and any addition would together form one Association and all Owners would share in the cost of the maintenance of all Outlots and Common Areas located within Meadowlands Subdivision and the additional property. Developer reserves the exclusive right to grant and convey easements and cross-easements between Meadowlands Subdivision and any additional property. Such easements and cross-easements may be granted by the Developer, in its own name and without the consent or approval of any Owner.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer, and shall be for the benefit of and be enforceable solely by the Association for a period of 100 years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty years unless an instrument signed by the Owners of two-thirds of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment executed: (a) solely by the Developer until such time as Developer conveys at least 38 Lots to other Owners, (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five (75%) percent of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen year period, this declaration may be amended by written declaration executed by at least seventy-five (75%) percent of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3. Enforcement. Upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five days after notice, or if a second occurrence of such violation shall occur within six months of the original notice of such violation from the Association, the Association may levy a fine in the amount of $500 and an additional fine of $100 for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within 15 days after written notice of such fine, the amount due shall accrue interest at the rate of 12% annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting the violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4. Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision but in such a manner so as to make said provision valid and legal.

8.5. Notice of Other Uses. The Developer intends to construct and/or sell to other purchasers the property and rights to construct facilities, buildings, improvements, and structures within the Meadowlands as allowed under the Village zoning classifications and any other zoning as allowed by the Village. These uses include, but are not limited to condominiums or multifamily for rent properties.

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

MEADOWLANDS, LLC

Scott Simon

SCOTT SIMON

BY: Scott Simon
Scott Simon, Member

STATE OF WISCONSIN)
) ss.
Kenosha COUNTY)

Personally came before me this 24th day of August, 2000, the above-named Scott Simon, Member of the above-named Developer, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said Developer, by its authority.

Joan M. Welsh

Notary Public: Waukesha County, WI.
My Commission Expires: 2-17-2002

This instrument was drafted by and should be returned to:

Scott Simon
C/O MEADOWLANDS, LLC
W331 S4040 Connemara Drive
Dousman, WI 53118

AUTHENTICATION

SIGNATURE OF SCOTT SIMON AUTHENTICATED ON 8-24-2000

Daniel J Raymond
DANIEL J RAYMOND
TITLE MEMBER: STATE BAR OF WI

Parcel A:

The South 98.50 Acres of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, except that part of the said south 98.50 acres which lies West of Old Green Bay Road, also excepting that parcel described as: Commencing at a point in the center of Highway 31, 570 feet North of a point 1119.5 feet East of the Southwest corner of said 1/4 Section; thence East 140.9 feet; North 132 feet; West 189.1 feet to the center line of highway, Southeasterly along the center line of said Highway 149.5 feet to the place of beginning; further excepting therefrom land conveyed in Quit Claim Deed from Donald E. Kleinschmidt to the Wisconsin Department of Transportation dated July 11, 1994 and recorded the Kenosha County Register of Deeds Office on July 13, 1994 in Volume 1693 of Records, Page 971, as Document No.

968030. Said land being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

FOR REFERENCE ONLY:
10300 Green Bay Rd.
Tax Key No. 92-4-122-223-0250

Parcel B:

Part of the Southwest 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian; described as follows: Commencing at a point in the center of U.S. Highway No. 41 as occupied August 21, 1933, which point is 570 feet North (measured parallel to the West line of said 1/4 Section) of a point in the South line of said 1/4 Section which is 1119.5 feet East of the Southwest corner of said 1/4 Section; thence East parallel to the South line of said 1/4 Section 140.09 feet; thence North parallel to the West line of said 1/4 Section 132 feet; thence West parallel to the South line of said 1/4 Section 189.1 feet to the center of said highway; thence Southeasterly along the center line of said highway 142.5 feet to the beginning, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

FOR REFERENCE ONLY:
10221 Green Bay Rd.
Tax Key No. 92-4-122-223-0195

Above N/K/A [illegible]

MEADOWLANDS RESIDENTIAL DEVELOPMENT DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

Document Number

Document Title

DOCUMENT NUMBER
1192068

RESTRICTIVE COVENANT AG
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Der
on 8/28/2000 at 12:16PM
38212
$50.00

Plat of Meadowlands Sub.
recorded on 8/28/00 as Doc.# 1192066

Lots 1-34
Outlots 1-3

Recording Area

Name and Return Address

SCOTT SIMON
W331 S 7040 CONNEMA
HOUSMAN, WI 53119

Parcel Identification Number (PIN)

This page is part of a legal document. . . DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such a granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the docur

Note: Mail of this copy page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes 59.43(2m) WRDA