741077

Document Number

DECLARATION OF RESTRICTIONS FOR CEDAR SAUK MEADOWS

Document Title

V1633P150

RECORDED

2003 FEB 12 PM 1:50

REGISTER OF DEEDS

Recording Area

Name and Return Address

Robert B. Peregrine
Peregrine & Erth, S.C.
633 West Wisconsin Avenue, Ste. 1300
Milwaukee, WI 53203-1960

Part of
11-001-01-000-00 11-099*

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 $15.00 to the recording fee. Wisconsin Statutes 59.517 WRDA 2/96

DECLARATION OF RESTRICTIONS

FOR

CEDAR SAUK MEADOWS

KNOW ALL MEN BY THESE PRESENTS, that Cedar Development LLC, a Wisconsin limited liability company, hereafter "Developer," being the owner of the real estate described on Exhibit 1 attached hereto, consisting of Phase I of Cedar Sauk Meadows, hereafter "the Subdivision," and intending to establish a general plan for the use, occupancy, and enjoyment of the Subdivision, does hereby declare that, for the mutual benefit of its present and future owners, (a) all lots in the Subdivision shall be subject to the restrictions herein set forth and (b) all owners of all lots in the Subdivision shall comply with all applicable codes and ordinances of the Village of Sauk ville, hereafter "the Village."

1. GENERAL PURPOSES. The purposes of this Declaration are to ensure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential quality of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality of improvement in said property.

2. BUILDING RESTRICTIONS; ARCHITECTURAL CONTROL COMMITTEE.

A. Residential Use. No lot shall be used for other than a single family residential purpose; provided, however, that a lot may be used for a model home and sales office until such time as homes have been built on all lots in the Subdivision (and on all lots in future

additions to the Subdivision hereafter "the Additions"). All dwellings and garages shall be designed by a person experienced in residential design or by a professional engineer or architect. All dwellings and garages shall be completed within the time allotted by the ordinances or codes of the Village or within a period of one year from the start of construction, which shall mean excavation, whichever is shorter. There shall be no further division or subdivision of lots.

B. **Building Limitations.** No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and an attached two or three car garage. Garages shall not be included when computing square footage of the dwelling. The minimum floor area for each dwelling shall be as follows:

Ranch or 1 Story Home	1,600 square feet
1-1/2 Story or 2 Story Home	2,000 square feet
Bi-level or Tri-level Home	1,600 square feet

C. **Roofing Material and Construction.** Roofing must be architectural type shingle similar to Celotex Dimensional unless prior written approval of the Architectural Control Committee, hereafter "the Committee," is obtained. All roof designs and pitches (6/12 or better preferred) shall be subject to the approval of the Committee.

D. **Exterior Elevations and Construction.** The use of cedar, hardi-plank, cem plank are preferred, but aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

1. The type of aluminum or vinyl siding used will be restricted to higher grade double IV or better, textured siding.

2. When aluminum or vinyl siding is used, wood corner boards may be required and, if required, shall be constructed of either cedar, redwood, or Hardi Board or its equivalent.

3. Window trim (1" x 4" minimum) or shutters will be required on all front and side elevations.

4. All side elevations must have at least two windows.

5. Brick or stone (cultured or real) is required on a portion of the front

elevation unless waived by Developer.

E. **Building Setbacks.** All set back lines must follow the minimum requirements as set forth by the Village.

F. **Paint Colors.** It is recommended that a maximum of two colors of paint or stain be used on the exterior walls and trim, with one color for accent items.

G. **Landscaping.** All disturbed areas of all lots shall be fully landscaped, restored, seeded or sodded within one year after issuance of an occupancy permit. A hard-surface driveway, parking stand, or turnabout constructed of concrete, asphalt, or similar materials shall be installed within nine months after issuance of an occupancy permit. No landscaping, except grass and street trees, shall extend into the public right-of-way. No permanent driveway of gravel or loose stone will be permitted.

H. **Master Plans.** Master subdivision grading, erosion control, and house grade plans have been prepared by Developer and accepted by the Village, copies of which are on file with Developer and the Village. The plans designate the manner in which each lot shall be finally graded and drained by Developer's grantee or its successor in relation to other lots in the Subdivision and designate grade elevations for all dwellings. Maintenance of drainage during the time of development of the Subdivision and prior to the sale of an individual lot shall be Developer's responsibility; however, once a lot is sold, establishing and maintaining proper lot grades shall be the lot owner's responsibility. When a building permit is requested, the recommended yard grade elevation at the dwelling shall be obtained from the Village and the dwelling constructed accordingly. The survey submitted for the Committee's approval and building permit shall specify and locate existing trees on the site (exceeding two inches in diameter) and note on such site plan which trees are to be removed to accommodate construction. No deviation therefrom shall be permitted without the Committee's prior written approval. Thereafter nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said site plan. Silt fences (or other erosion control devices) have been placed

at various locations in the Subdivision in connection with approved plans on file or as ordered by the Village in the course of the Subdivision's development. Owners are required to maintain said fences until such time as vegetative cover is restored to all disturbed areas and to comply with any orders of the Village requiring additional erosion control, fencing, and/or hay bales. If an owner fails to comply with such order within 48 hours, the Village shall have the right to cause such work to be done and to charge the cost thereof to the owner, which cost, if not paid, shall be added to the tax bill as a special assessment.

I. **Lampposts and Mail Boxes.** In lieu of public street lighting, at the time of construction of each dwelling, the builder shall purchase and install an outdoor electric lamppost (in accordance with Developer's specifications) with photoelectric controls so that the lamppost is lit from dusk to dawn. The lamppost shall be installed in the front yard no further than six feet from the driveway and 15 feet from the front lot line. The builder shall also purchase and install decorative mail boxes. Maintenance of the lampposts and mail boxes shall be the lot owner's responsibility. If the Association (as hereinafter defined) is required to maintain said items, the cost thereof shall be assessed against the lot owner and be payable within ten days after the date of assessment. If not timely paid, the Association may place a lien against the lot.

J. **Fences and Walls.** No fences or walls (except retaining walls) shall be erected, placed, or altered on any lot without the Committee's prior written approval. Cyclone and chain link fences are prohibited. Fences anywhere on a lot between the rear of the home and the street are prohibited. Dog runs, kennels, and pools are permissible if appropriately screened and with the Committee's prior written approval.

K. **Satellite Dishes.** No satellite dish greater than 24 inches in diameter shall be installed on the exterior of any dwelling or on any lot. No outdoor antenna of any kind shall be permitted without the Committee's prior written approval.

L. **Maintenance of Outlots.** There shall be no separate tax statements for the outlots or common areas. The Association shall maintain the private landscape and berm easement on the north side of Lots 1, 28, and 29 and all outlots. No personal property or debris of any kind shall be placed or stored on the outlots or common areas. Upon conveyance of Outlot 1 to the Nature Conservancy of Wisconsin, Outlot 1 shall no longer be subject to this Declaration except for the provisions of section 7 which provisions shall remain applicable thereto).

M. **Planting Restrictions.** No planting of buckthorn or bush honeysuckle will be allowed on any lot or outlot because of the danger to the well-being of surrounding planted lands

N. **Approval of Plans.** No buildings shall be erected, altered, placed or permitted to remain on any lot until the construction plans and specifications, building grades, elevations, and a plan showing the location of the structure has been submitted in duplicate to, and approved by, the Committee. The Committee's approval or disapproval shall be given within 15 calendar days of submission and shall be based on the quality of design, workmanship, and materials, harmony of exterior design with existing or proposed structures; and location with respect to topography, finish grade elevations, and drainage. The Committee shall have the right to waive minor deviations or infractions of these restrictions which, in its opinion, would otherwise cause undue hardship. The "footprint" of the building, the exterior dimensions (height, length, width), and the appearance thereof, shall not thereafter be changed without the prior written approval of the Committee. Any action taken by the Committee shall be final and conclusive as to the persons then or thereafter owning lots covered by these restrictions. In addition to the requirements of this paragraph, no building permit shall be issued by the Village unless applicant obtains approval from the Village of Saukville Architectural Review Board. Until homes have been built on all lots in the Subdivision and the Additions, the Committee shall consist of three members, all of whom shall be appointed by Developer. The initial Committee shall consist of Michael D. Rosell, Scott Thistle, and Chris Weir. After homes have been built on

all lots in the Subdivision and the Additions, the majority of owners of lots in the Subdivision shall select three lot owners to function as the Committee to grant future approvals or disapprovals. The Committee shall require at least two of its members to agree on any action taken by the Committee.

3. **OTHER RESTRICTIONS.**

A. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage, and other waste shall be kept in sanitary containers in the garage.

B. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and an occupancy permit is issued by the Village.

C. **Utility Service.** All electric, telephone, TV cable, and other service lines to the structures shall be placed underground.

D. **Animals.** No animals, livestock, or poultry shall be raised, bred, or kept on any lot, except that no more than a total of two dogs, cats, or other customary household pets may be kept or harbored, but not for any commercial purpose. Swine, including potbellied pigs, emus, goats, including pygmy goats, horses, llamas, and snakes are not "customary household pets" and are prohibited.

E. **Outside Storage.** No outside storage of boats, trailers, snowmobiles, recreational vehicles, trucks larger than ¾ ton pickup trucks, or vehicles of any type shall be permitted, nor however, prohibiting the temporary (no more than two days) presence or parking of such items incidental to their use by owners, their invitees or guests.

F. **Outbuildings.** There are to be no outbuildings except with the Committee's prior written approval. If approved, outbuildings shall be of a design consistent with the overall design and materials of the residential structure on the lot.

4. HOMEOWNERS ASSOCIATION.

A. Association. Developer hereby establishes an unincorporated homeowners association known as Cedar Sauk Meadows Homeowners Association, hereafter "the Association," which shall be managed by a Board, as hereinafter provided. At such time as a home is built on a lot and the home is occupied (but not including any model home or spec home built on a lot), the owner(s) of each lot shall be a member of the Association.

B. Initial Payment. The Association shall receive an initial payment of $150 to be made by the owner(s) of each lot at the time a home on a lot is built and occupied, collect future assessments for the purposes hereinafter specified, and contract the necessary work and maintenance for general, common and public areas within the Subdivision. The initial $150 payment shall be kept by Developer in a seperate account and turned over to the Association at the time the Association is activated.

C. Maintenance by Association. The Association shall hereafter maintain the general, common and public areas, including Outlots 2 and 3, hereafter "the Common Areas," in and about the Subdivision as from time to time required and maintain all signage identifying the Subdivision, lighting located in common areas and/or in common maintenance landscaping areas of the Subdivision.

D. Governance. After homes have been built on all lots in the Subdivision and the Additions, the Association shall be governed by three members, hereafter "the Board," which shall be solely responsible for the activities of the Association. Until homes have been build on all lots in the Subdivision and the Additions, Developer shall be the Board. Thereafter, all members of the Board shall be elected by the lot owners at a meeting called for that purpose.

E. Voting. Each lot owner shall be entitled to vote in person or by written proxy in elections for selecting members of the Board. The owner(s) of lots shall have one vote for each lot owned.

F. Term of Office. The term of office of members of the Board elected by the lot owners shall be for two calendar years. If any member of the Board shall die, resign, be unable to act, or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

G. Location of Meetings. All meetings of the Board shall be held in Ozaukee County and shall be open to all owners of lots in the Subdivision and be held upon not less than three days prior written notice to said owners. Two members of the Board shall constitute a quorum. Actions of the Board shall be taken by majority vote.

H. Duties. The Board shall have the following duties:

(a) Provide for the maintenance, repair, and replacement of improvements in the Common Areas and maintain all the storm water retention pond.

(b) Establish dates and procedures for the election of members of the Board.

(c) Promulgate operating procedures for the conduct of the affairs of the Association and the Board.

I. Powers. The Board shall have the following powers:

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

(b) Enter into contracts and employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions hereinafter set forth.

J. Assessments. The Board shall levy and collect general and/or special assessments in accordance with the following:

(a) The owner(s) of each lot shall be subject to a general annual assessment for the purpose of defraying the costs of maintaining and administering the Common Areas. Such annual assessment shall be a prorated share (one share per lot) of all costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to, payment of taxes, if any, insurance, repair, replacement and additions to the

improvements made to the Common Areas, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions hereof. The Association is empowered to levy special assessments against all lots in the Subdivision and the Additions for the actual costs of work performed by the Association in or on the Common Areas. Neither Developer nor the owner of any lot in the Subdivision upon which a home has not been built nor the owner of any lot upon which a model home or spec home has been built shall be liable for annual, general, or special assessments imposed by the Association.

(b) Assessments, general or special, must be approved at a duly convened meeting of the Board.

(c) Written notice of a general or special assessment shall be personally delivered to each owner subject to the assessment or delivered by certified mail addressed to the last known address of the owner.

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

(e) All assessments not paid when due shall bear interest at the rate of 12% per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed until paid in full. The assessment and interest thereon shall also be the personal obligation of the owner of the real estate against which the assessment was made.

(f) The Board may record a document with the Register of Deeds in Ozaukee County, Wisconsin, giving notice of a lien for any such unpaid assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected owner.

(g) Upon application by any owner, any member of the Board may,

without calling a meeting of the Board, provide to such owner a statement in recordable form certifying that the signer is a duly elected member of the Board and as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for a general or special assessment may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

(i) Notwithstanding the foregoing, neither Ozaukee County nor the Village shall be liable for any fees or special assessments in the event that either becomes the owner of any lots in the Subdivision by reason of tax delinquency.

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

L. No Waiver. The failure of the Board to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the right to do so or an acquiescence in any subsequent violation.

5. ENFORCEMENT. Except as provided herein, the restrictions and covenants herein contained may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to recover damages or to demand compliance.

6. EASEMENTS IN FAVOR OF DEVELOPER AND ASSOCIATION. The Developer and/or the Association shall have an irrevocable right and a perpetual easement to enter upon all lots to maintain and make repairs and replacements to the Common Areas and utility installations which necessary to maintain, repair, or replace any portion of the Common Areas or any improvements thereon or to repair or maintain any sewer, water or utility installation.

7. UTILITY AND MUNICIPAL EASEMENTS; SUBROGATION. Developer reserves the right to enter into easements with the Village or any utility providing for access over and across all lots in the Subdivision for the purpose of installing and maintaining sewer and utility installations at any time. All conveyances of lots by Developer and any mortgages thereon shall automatically be subordinated to such easements without the nec. any of joining in said easements, provided, however, that the granting of said easements shall in no way interfere with the free and full enjoyment and use of any lot in the Subdivision.

8. TERM. The covenants, agreements, restrictions, and provisions herein contained constitute covenants running with the land and shall be binding on all owners, purchasers at sheriff's sales, receivers, trustees, and mortgagees, and successors having an interest in the land affected hereby for a period of 25 years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten years. However, upon showing reasonable cause, the Village may relieve Developer or subsequent owners from such covenants, agreements, restrictions, or provisions, or any of them, before the expiration of 25 years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by Village or by the owner of any lot within the Subdivision against any person(s) violating or attempting to violate the same.

9. AMENDMENT. This declaration may be annulled, waived, changed, modified or amended at any time after homes have been built on all lots in the Subdivision and the Additions

by written declaration setting forth the change, executed by the owners of at least 66-2/3% of the lots in the Subdivision and the Additions and upon recording thereof in the office of the Register of Deeds for Ozaukee County. As long as Developer owns any lot in the Subdivision and the Additions or as long as there are one or more owners of any lot in the Subdivision and the Additions upon which a home has not been built, the consents of Developer and such owners to the change are essential for its validity, such consents to be evidenced by execution of the amending instrument by Developer and such owners. Notwithstanding the foregoing, Developer and such owners shall have the absolute right, acting alone:

(a) to amend, alter, or modify these restrictions, if required by the Village or any other governmental agency, and

(b) to amend, alter, or modify these restrictions, if, in Developer's sole discretion, such proposed change is nonmaterial in character and in the best interests of the Subdivision.

provided, however, that no amendment, alteration, or modification of this Declaration shall be effective unless and until approved by the Village.

10. **CONFLICTS BETWEEN ZONING AND RESTRICTIONS.** Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village, the State of Wisconsin, and the federal government and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any municipal, state, or federal law or regulation, the more restrictive provisions shall apply.

11. **SEVERABILITY.** The invalidity of any provision of this Declaration shall in no way nullify or affect other provisions thereof, which shall remain in full force and effect.

12. **EXPANSION.** Developer intends to subject future phases of the Subdivision (referred to herein as the Additions) to the restrictions and covenants herein contained. Such future phases shall become subject to this Declaration upon the recording of an instrument so stating and containing the legal description of the real estate within such future phase.

U1633P163

CEDAR DEVELOPMENT LLC, a
Wisconsin limited liability company

By: Michael D. Rosen
Michael D. Rosen, Member-Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 9th day of January, 2003, the above named Michael D. Rosen, to me known to be the member-manager of Cedar Development LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing declaration, and acknowledged that he did so on behalf of said limited liability company being duly authorized so to do.

Laurie Miske

Notary Public, State of Wisconsin
My commission expires 7/10/2005

Approved this 9th day of January, 2003

VILLAGE OF SAUKVILLE

By: Sandra F. Gerbach

This instrument was drafted by and should be returned to:

ROBERT B. PEREGRINE
Peregrine & Roth, S.C
633 West Wisconsin Avenue
Suite 1300
Milwaukee, Wisconsin 53203-1960

EXHIBIT I

Lots 1 through 29, both inclusive, and Outlots 1 through 3, both inclusive, of Cedar Sauk Meadows, a subdivision being a part of the Northeast ¼, Southeast ¼, and Southwest ¼ of the Northeast ¼ of Section 1, Township 10 North, Range 21 East, in the Village of Saukville Ozaukee County, State of Wisconsin

V1859P659

ORIGINAL

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CEDAR SAUK MEADOWS

Drafted by and return to:

Attorney Robert B. Peregrine
Peregrine & Roth, S.C.
633 West Wisconsin Avenue
Milwaukee, WI 53203-1960

Tax Key No.: Part of 11-001-01-008-00 (now 11-079-0024-000)

With reference to Paragraph 1 of Section 2 of that certain Declaration of Restrictions for Cedar Sauk Meadows dated January 9, 2003, and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on February 12, 2003, as Document No. 741077 the following amendment is hereby mutually agreed to by the undersigned, having been required by the Village of Saukville:

1. Paragraph 1 of Section 2 is deleted in its entirety and replaced with the following:

Lampposts and Mail Boxes. In lieu of public street lighting, at the time of construction of each dwelling, Developer shall purchase and the builder shall install an outdoor electric lamppost (in accordance with Developer's specifications) with photoelectric controls so that the lamppost is lit from dusk to dawn. The lamppost shall be installed in the front yard, at the front lot line, with a side yard setback as determined by the Village of Saukville Architectural Control Board to be, to wit: Respecting the front yard setback established by the Village of Saukville, the Architectural Control Board, in the interest of establishing uniformity and effectiveness in lighting the public way to the extent possible, determines that the side yard setback for placement of lampposts shall be within a range not to exceed three feet of either side of the front yard lot line center point. Developer shall also purchase and the builder shall install decorative mail boxes. Maintenance of the lampposts and mail boxes shall be the lot owner's responsibility. If the Association (as hereinafter defined) is required to maintain said items, the cost thereof shall be assessed against the lot owner and be payable within ten days after the date of assessment. If not timely paid, the Association may place a lien against the lot.

784723

Document Number

First Amendment to Declaration of Restrictions for Cedar Sauk Meadows

Title of Document

U1859P658

RECORDED

2004 FEB -3 PM 4:40

Ronald H. Voigt

REGISTER OF DEEDS
TRADEMARK COUNTY, WI

C

Recording Area

Name and Return Address
Attorney Robert B. Peregrine
Peregrine & Roth, S.C.
633 W. Wisconsin Ave.
Milwaukee, WI 53202-1960

$19/PA

11-099-0000-001 Hwy 11-099-0029-000

Parcel Identification Number (PIN)

11-099 *

Instrument Professionals Co., Fond du Lac, WI
800-555-2031

IN WITNESS WHEREOF, the Developer and Brookstone have caused this First Amendment to be executed this 21 day of Jan., 2004.

CEDAR DEVELOPMENT LLC, a Wisconsin limited liability company

By: Michael D. Rosen
Michael D. Rosen, Member-Manager

BROOKSTONE HOMES, INC., a Wisconsin corporation

By: _____
Scott Thistle, President

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 21 day of January, 2004, the above-named Michael D. Rosen, member-manager of Cedar Development LLC, a Wisconsin limited liability company, to me known to be a member-manager of said limited liability company and to me known to be the person who executed the foregoing instrument on behalf of said limited liability company being duly authorized so to do.

Barbara J. Moeroder
Notary Public, State of Wisconsin
My commission expires: 5-7-2006

NOTARY PUBLIC BARBARA J. MOEROER STATE OF WISCONSIN

U1859P661

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 23rd day of January, 2004, the above named Scott Thistle, president of Brookstone Homes, Inc., a Wisconsin corporation, to me known to be said officer of said corporation and to me known to be the person who executed the foregoing instrument on behalf of said corporation being duly authorized so to do.

CHRISTIAN M. MORGAN NOTARY PUBLIC STATE OF WISCONSIN

Christian M. Morgan

Notary Public, State of Wisconsin
My commission expires: 7/22/07

Approved by the Village of Saukville this 26th day of February, 2004.

VILLAGE OF SAUKVILLE, a municipal corporation

By: Barbara A. Dickmann
Barbara A. Dickmann, Village President

Lots 1 through 29, both inclusive, and Outlots 1 through 3, both inclusive, of Cedar Bank Meadows, a subdivision being a part of the Southeast ¼, Southeast ¼, and Southwest ¼ of the Northeast ¼ of Section 1, Township 10 North, Range 21 East in the Village of Eastville, Overton County, State of Wisconsin.

784726

Document Number

Second Amendment to Declaration of Restrictions for Cedar Sauk Meadows

Title of Document

U1859F667

RECORDED

2004 FEB -3 PM 4:40

[illegible]

REGISTER OF DEEDS
[illegible] COUNTY, WI

C

Recording Area

Name and Return Address
Attorney Robert B. Peregrine
Peregrine & Roth, S.C.
633 W. Wisconsin Ave.
Milwaukee, WI 53202-1960

$15

[illegible] + Cedar Sauk Addn. #1

Parcel Identification Number (PIN)

Information Professionals Co., Fond du Lac, WI
800-453-3601

V1859P668

ORIGINAL

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CEDAR SAUK MEADOWS

Drafted by and return to:

Attorney Robert B. Peregrine
Peregrine & Roth, S.C.
633 West Wisconsin Avenue
Milwaukee, WI 53203-1960

Tax Key No. 11-001-01-004.00 X

WHEREAS, Cedar Development LLC ("Developer"), a Wisconsin limited liability company, recorded a Declaration of Restrictions for Cedar Sauk Meadows ("the Declaration") in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on February 12, 2003, as Document No. 741077 and

WHEREAS, the Declaration was amended by an instrument recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on _____, 2004, as Document No. _____; and

WHEREAS, the Declaration recited Developer's intention to subject future phases of Cedar Sauk Meadows to the restrictions and covenants set forth therein upon the recording of an instrument so stating and containing the legal description of the real estate within such future phase to be affected by said restrictions and covenants; and

WHEREAS, Developer and the Village of Saukville now desire to subject the lots comprising Phase II of Cedar Sauk Meadows to said restrictions and covenants;

NOW, THEREFORE, Developer hereby declares as follows:

1. Lots 30 through 64, both inclusive, of Cedar Sauk Meadows, a subdivision being a part of the Northeast ¼, Southeast ¼, and Southwest ¼ of the Northeast ¼ of Section 1, Township 10 North, Range 21 East, in the Village of Saukville, Ozaukee County, State of Wisconsin, are subject to all of the terms and conditions set forth in the Declaration as amended.

2. The owners of Lots 30 through 64, both inclusive, shall be members of Cedar Sauk Meadows Homeowners Association ("the Association") as created in the Declaration. All members of the Association shall have an equal, undivided interest in all outlots subject to the Declaration, open space, and common areas. Said interest shall continue to be subject to automatic adjustment from time to time if and as additional phases are added to Cedar Sauk Meadows.

IN WITNESS WHEREOF, Developer has caused this Second Amendment to be executed by its duly authorized signatory this 21 day of Jan, 2004.

CEDAR DEVELOPMENT LLC, a
Wisconsin limited liability company

By: Michael D. Rosen
Michael D. Rosen, Member-Manager

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 21 day of January, 2004, the above named Michael D. Rosen, member-manager of Cedar Development LLC, a Wisconsin limited liability company, to me known to be a member-manager of said limited liability company and to me known to be the person who executed the foregoing instrument on behalf of said limited liability company being duly authorized so to do

Barbara J. Moroder
Notary Public, State of Wisconsin
My commission expires: 5-7-2006

NOTARY PUBLIC
BARBARA J. MORODER
STATE OF WISCONSIN

Approved by the Village of Saukville this 20th day of January, 2004.

VILLAGE OF SAUKVILLE, a
municipal corporation

By: Barbara A. Dickmann
Barbara A. Dickmann, Village President