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JUNE 21, 2006 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $13.00

Document Number	Document Title
	FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR MEADOW CREEK CROSSING SUBDIVISION

Recording Area 13-2

Name and Return Address:
Paul G. Hoffman, Esq.
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N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174

PIN: GINV 331-312 & part of GINV 334-980

This First Amendment to Declaration of Restrictions for Meadow Creek Crossing Subdivision ("Amendment") is made as of the 5th day of June, 2006, by Harmony Homes Inc. ("Developer").

RECITALS

A. Developer subjected certain property known as Meadow Creek Crossing, a subdivision ("Subdivision") in the Village of Germantown, Washington County, Wisconsin, to the Declaration of Restrictions for Meadow Creek Crossing Subdivision ("Declaration"), as the Declaration was recorded in the Office of the Register of Deeds for Washington County, Wisconsin ("Register"), on June 13, 2003, as Document No. 997696.

B. Section 27 of the Declaration reserved to Developer the right to combine "Outlot 3" of the Subdivision with other adjacent property and subsequently to either: (i) bring such other property into this Declaration; or (ii) remove Outlot 3 from this Declaration.

C. By this Amendment, Developer intends to exercise such right and further to specify how Outlot 3 and such adjacent property are to be treated under the Declaration as reserved to Developer at Section 27 of the Declaration.

AMENDMENT

NOW, THEREFORE, Developer being the owner of Lots 2 and 3 of Certified Survey Map No. 5964 ("CSM"), which CSM was recorded in Volume 44, at page 94 in the Register as Document No. 1107405, the approximately southerly 174 feet of which Lots 2 and 3 were formerly known as Outlot 3 of the Subdivision, does hereby exercise Developer's rights under Section 27 of the Declaration and declare and provide as follows:

1. The northerly portion of Lot 2, as not initially part of Outlot 3, is hereby added as land subject to the Declaration as amended hereby.

2. Pursuant to rights reserved to Developer in the final sentence of Section 27 of the Declaration, Developer hereby specifies that while Lots 2 and 3 are made subject to the Declaration, and future owners thereof shall be lot owners in the owner's association for Meadow Creek Crossing, said Lots 2 and 3 shall not be subject to architectural control review as contemplated at Sections 4, 5, 6 and 8 of the Declaration. Provided, however, construction on Lots 2 and 3 shall remain subject to the specified area and construction requirements of the Declaration, including, without limitation, minimum square footage, material composition, setbacks, garage requirements, driveway installation and/or tree planting and preservation and all other requirements of the Declaration, excepting only architectural control review and/or approval.

This Amendment is made by Developer pursuant to Section 27 of the Declaration. Except as amended herein, the Declaration is ratified and confirmed in all respects. This Amendment is made as of the date first above written.

DEVELOPER:
HARMONY HOMES INC.

By: _____
Bryce P. Styza, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 5th day of June, 2006, the above-named Bryce P. Styza, as the President of Harmony Homes Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Name: Glenda R. Scheel-Weidner
Notary Public, Wisconsin
My Commission: April 11, 2010

NOTARY PUBLIC
GLENDA R. SCHEEL-WEIDNER
STATE OF WISCONSIN

This instrument was drafted by:
Robert A. Teper, Esq. (414.225.4995)
Paul G. Hoffman, Esq. (262.956.6549)
Michael Best & Friedrich LLP

DECLARATION OF RESTRICTIONS
FOR
MEADOW CREEK CROSSING

DOC#: 997696

Recorded
JUNE 13, 2003 AT 08:30AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $45.00

Name and Return Address
VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
P.O. BOX 337
GERMANTOWN, WI 53022-0337

45-18

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name and 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.

DECLARATION OF RESTRICTIONS
FOR
MEADOW CREEK CROSSING SUBDIVISION

This Declaration is made this June 6th, 2003 by Harmony Homes, Inc., hereinafter the "Developer".

WHEREAS Developer is the owner of the property known as Meadow Creek Crossing, a subdivision, in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS Developer desires to subject the residential Lots, and Outlots One (1) through Six (6) in said Meadow Creek Crossing to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property hereinafter described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, his successors, and assigns, and to all parties hereafter having any interest in the property.

1. PROPERTY SUBJECT TO THIS DECLARATION OF RESTRICTIONS

The property subject to these restrictions is described as follows:

All lots in -
Meadow Creek Crossing, being a redivision of all of Outlots, 1, 2 and 4 of Lone Oaks, a recorded subdivision, and Outlots 6 and 7 of Lone Oaks Addition No. 1, a recorded subdivision, and lands in the NE ¼ and NW ¼ of the SE ¼, and in the NE ¼, SE ¼, SW ¼, and NW ¼ of the NE ¼ of Section 33, Town 9 N, Range 20 E, located in the Village of Germantown, Washington County, Wisconsin.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Meadow Creek Crossing will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in Meadow Creek Crossing, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in Meadow Creek Crossing as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship. (This "hardship" is not intended to be the same level of "hardship" as construed in zoning cases.) Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

The Committee may approve, conditionally approve, or deny a petition. Failure by the Committee to act within 30 days is deemed denial of the petition. The Committee shall have the power to hire experts such as architects, engineers and lawyers. Homeowners Association's funds shall pay for such experts.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes. All structures (principal or accessory) shall be designed by a home designer, registered architect or equally qualified individual or firm.

No dwelling in Meadow Creek Crossing may be identical to, or contain only minor changes from, an existing home in Meadow Creek Crossing, in order to create a diverse group of residential designs and to avoid the monotony of duplication. It is also the specific criteria of design to assure that there is a compatibility of architectural styles among the various homes that are in close visual proximity to one another. Toward this end, the Committee will evaluate and approve the use of a particular architectural style of home on any give Lot in Meadow Creek Crossing residential community. In making that evaluation the Committee will consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity of one another. The Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in Meadow Creek Crossing, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period.

The front exterior elevation of residences with a side entry garage shall be at least 20% brick, stone, or stucco and the front exterior elevation of residences with a front entry garage shall be at least 25% brick, stone, or stucco. Exposed poured concrete or concrete block no greater than twelve (12) inches shall be permitted on any residence. Where block or concrete would otherwise be exposed, it must be covered by the exterior building material.

All roofs shall have a minimum pitch of 7 feet in height for each 12 feet in length (7/12), except for rear dormers. The roofing on all dwellings shall consist of wood, shake, tile, metal or 25-year fully dimensional shingles. In no event shall conventional asphalt shingles be permitted.

All residences shall include an attached garage containing a minimum of Four Hundred Fifty (450) square feet. The maximum size of the garage shall conform to Village of Germantown (hereinafter the "Village") ordinances. All garages shall be equipped with automatic garage door openers for all overhead doors. Whenever possible garage doors are to be located so as to avoid a front or street exposure orientation.

Each house shall contain sufficient garage space to curtail the need for the construction of an accessory buildings or other structure which is detached from the residence. No accessory building is permitted other than a swimming pool accessory building, which shall be of the same materials and architectural design as the principal residence and shall always be kept in the same color scheme as the residence structure. A swimming pool accessory building may be permitted or denied at the sole discretion of the Committee. In no event shall more than one (1) swimming pool accessory building be constructed on any lot. In no event shall any swimming pool accessory building exceed One Hundred Fifty (150) square feet of floor space. If the Committee does grant permission for a swimming pool accessory building, the Committee shall have the right to require landscape screening of same.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Meadow Creek Crossing shall have minimum square footage of living space as follows:

A. One-story houses shall have a minimum square footage of living space of not less than One Thousand Eight Hundred (1,800) square feet.

B. One and one-half and two-story houses shall have a minimum square footage of living space of not less than Two Thousand Two Hundred (2,200) square feet.

C. Two story houses shall have a minimum square footage of living space of not less than 2,200 square feet.

D. Split-level houses (three or more levels) shall have a minimum square footage of living space of not less than One Thousand Eight Hundred (1,800) square feet total on the two upper levels.

E. Bi-level houses shall have a minimum square footage of living space of not less than One Thousand Eight Hundred (1,800) square feet on the upper level.

Living space is determined by using the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls for all floors above grade. The minimum square footage shall be determined as of the time of initial construction, and shall

not consider or include unfinished areas or future additions. Square footage of living space shall not include any space for which the floor is located below grade.

8. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot, the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever occurs first, the Owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot Owner shall be responsible to see that his contractor maintains a constant cleanup of all scraps, paper or other waste materials, and that all access to the site is through the approved driveway, and by no other means or way. If the Lot Owner or his contractor fails in this responsibility, the Homeowners Association shall have the right to perform the necessary cleanup and/or make the necessary repairs and shall be entitled to collect from the Lot Owner all expenses for it incurred by the Homeowners Association.

During any earth moving activities, erosion control practices shall be installed to prevent sediment from leaving the immediate construction area and/or Lot.

9. PLANTING AND PRESERVATION OF TREES

A Lot Owner shall maintain and, if necessary, replace any street tree plantings on the Owner's Lot for a period of forty years from the date of execution of this Declaration. All replacement plantings shall be consistent with a plan approved by the Village and in conformity with any Committee requirements. If a Lot Owner has not replaced any required planting within 90 days of its removal or destruction, the Association shall have the right to make replacement plantings and assess the Lot Owner. The Association shall have the right to maintain a lien against the Lot Owner for the cost of such replacement plantings.

No existing live tree with a diameter of six inches or more at a height four feet above ground shall, without approval of the Committee, be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction. Existing live trees with a diameter of six inches or more at a height four feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

10. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The minimum building offsets (unless otherwise noted on recorded plat) are:

35 feet front setback (all streets),

15 feet on one side property line and 10 feet on the other, and

30 feet from all rear property lines.

In order to add an additional buffer along the creek, in addition to these standard setbacks, Lots 34, 35, 56, 57, 65, 66, 67, 68, 69 and 70, each of which abut the creek, have larger setbacks on the side closest to the creek. This additional buffer shall be a minimum setback of 100 feet from the creek. Lot 34 shall have a 50-foot side yard offset on the southerly side of the Lot. Lot 35 shall have a twenty 25-foot side yard offset on the northerly side of the Lot. Lot 65 shall have a 50-foot side yard offset on the northerly side of the Lot. Lots number 56, 57, 66, 67, 68, 69 and 70 shall have 50-foot rear yard offsets.

In no instance shall the Committee allow a lesser offset or setback than required by the Village.

11. SPECIAL RESTRICTIONS ON CERTAIN LOTS

In addition to the larger setbacks above to create a larger buffer along the creek, nine home sites that abut the creek have special deed-restricted areas. These deed-restricted areas are part of the Village's 75-foot navigable waterway setback. The ten home sites are shown on the Plat as Lots 34, 56, 57, 65, 66, 67, 68, 69 and 70. The deed restricted area shall be 25 feet along the rear of Lots 56, 57, 66, 67, 68, 69 and 70, and 25 feet along the southerly side of Lot 34 and 25 feet along the northerly side of Lot 65.

"Development" activity is prohibited within this deed-restricted area. "Development" is defined in the Village's Shoreland-Wetland zoning code, Section 24.03 (6). It currently reads as follows:

> DEVELOPMENT. Any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures, or accessory structures; the construction or additions or substantial alterations to buildings, structures or accessory structures; the placement of buildings or structures; ditching, lagooning, dredging, filling, grading, paving, excavation or drilling operations; and the deposition or extraction of earthen materials.

and Lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee (see Section 4) for the granting of a final approval. The term "Lot" as used in this Declaration of Restrictions shall be construed to mean only the residential Lots numbered one (1) through one hundred ten (110), and shall not be construed to include any Outlot.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Meadow Creek Crossing is hereby established. The Committee shall consist of three members, designated as hereinafter set forth. The decision of any two members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The Developer shall appoint the initial members of the Committee, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as the Developer owns any vacant Lot in Meadow Creek Crossing. At such time as all vacant Lots in Meadow Creek Crossing have been sold by the Developer, the Committee shall thereafter consist of the Board of Directors of the Homeowner's Association, (hereinafter the "Association") established as provided herein.

5. ARCHITECTURAL CONTROL

No building, outbuilding or other structure, swimming pool, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Meadow Creek Crossing without the approval of the Committee. "Altered" shall include, but is not limited to, changes in exterior colors or materials. For any undertaking requiring approval of the Committee, three sets of plans [including a survey depicting elevation, building construction plans, site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval, one copy of which shall be transmitted by the Lot Owner to the local building inspector, prior to obtaining the necessary permits. (Approval by the Committee does not constitute approval by the Village.) Any changes or revisions required by the Committee shall first be made to the plans by the owner's agent before approval is given. Once the Committee's approval has been given, the improvements may only be constructed in accordance with the approved plans.

Therefore no building improvements, regrading of this area, or other Development activity as defined from time to time in the Village's Shoreland-Wetland zoning code, shall be permitted in this area.

12. DRIVEWAYS

The Owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE, REMOVAL OF SOIL

Each Lot Owner must strictly comply with and finish grade it's Lot in accordance with the Master Lot Grading Plan or any amendment thereto on file with and approved by the Village. The Developer and the Village and their respective agents, consultants and contractors, have the right to enter upon any Lot, at any time, for the purpose of inspecting, maintaining or correcting any deviation from the Master Lot Grading Plan or any drainage condition, and the Lot Owner will be responsible for the cost of such actions.

No soil shall be removed from any home site in Meadow Creek Crossing without Developer's prior consent. Any excess soil resulting from excavations shall be transported, at the Lot Owner's expense, to such other place in Meadow Creek Crossing or on other property as may be designated by Developer. If Developer, after notification from the Lot Owner, fails or neglects within two business days to notify Lot Owner of the place to which fill is to be delivered, the Lot Owner may dispose of said fill at the Owner's cost and the Owner's arrangement, but only on property not included in Meadow Creek Crossing. In addition to any other remedies available in law, at equity, or under this Declaration, failure to comply with this paragraph shall render Lot Owner liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

14. NUISANCES

Noxious or offensive activities shall not be permitted upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. STORAGE TO BE IN PERMANENT STRUCTURES

No overnight outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on any Lot, except that the Committee, in its sole discretion, may permit the regular overnight parking of one or more particular private passenger vehicles on the driveway of any Lot. A private passenger vehicle is defined as an automobile, pick up truck and/or van which is fully licensed and operable and is in regular use as a private passenger vehicle. A private passenger vehicle does not include any vehicle which contains signage indicating that it is used for business purposes, nor does it

include any pick up truck or van used for trade or business purposes, including but not limited to a contractor's vehicle or a delivery vehicle.

In arriving at a decision of whether or not to permit the regular overnight outside parking of a private passenger vehicle, the Committee may take into consideration the appearance of the vehicle for which approval is sought. Regular overnight parking of any private passenger vehicle on any driveway on any Lot is expressly prohibited unless and until the Committee grants approval for it. All inside storage on any Lot shall be in a permanent building that has been constructed with the approval of the Committee. No storage of any vehicles, boats, motorcycles, snowmobiles, trucks, trailers, tractors, recreational vehicles or other paraphernalia shall be permitted on any Outlot at any time.

16. UTILITY RESTRICTIONS

No exterior fuel tank shall be permitted on any Lot, either above ground or below ground.

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the Owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals may be raised, bred or kept on any Lot or Outlot except that dogs, cats, or other household pets may be kept on a Lot providing they are not kept, bred or maintained for any commercial purpose. By way of enumeration, and not by way of limitation, the term "household pets" does not include livestock, horses, poultry, goats or pigs of any kind. The use of the Outlots for any activities involving household pets, including but not limited to the walking of dogs or other household pets thereon, shall be subject to such rules and regulations as may be established from time to time by the Association and any such usage may be prohibited by the Association.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two feet square in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in Meadow Creek Crossing, or one or more Subdivision entrance signs erected by the Developer and/or by the Association. No sign of any kind shall be displayed to the public view on the Outlots without the express consent of the Association.

This section does not apply to a billboard located on Outlot Five (5) in the approximate location of the currently existing billboard.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the Owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

20. ANTENNAE

No exterior antenna (other than dish type antennae) shall be permitted without the approval of the Committee, which permission may be denied in the sole discretion of the Committee. In reviewing a request for an exterior antenna, the Committee shall take into account the location and visibility of the antenna as to whether it may be seen by adjacent Lot Owners or persons moving in any public street or open space area. In no event shall any dish type antennae in excess of 24 inches in diameter be allowed anywhere within Meadow Creek Crossing. Dish type antennae not exceeding 24 inches in diameter are, however, expressly permitted, providing no more than one such exterior small dish antenna shall be located on any Lot.

21. FENCES

No fencing shall be allowed on any Lot without the prior approval of the Committee. In reviewing any request for a fence, the Committee shall take into consideration the height, materials, color and appearance, as well as the goal of preserving the open natural feeling of Meadow Creek Crossing.

22. DECORATIVE WELCOMING LIGHTS

A light post and dusk to dawn lantern shall be installed and maintained by the Lot Owner, at the Lot Owner's expense. Said light post and lantern shall, unless otherwise permitted by the Committee, in its sole discretion, be located no less than five feet and no greater than ten feet from the street right-of-way and adjacent to the driveway. Said light shall be elevated at a height of not less than six feet, have wattage of fifty watts high-pressure sodium (HPS), and shall be illuminated by the Lot Owner from dusk to dawn by means of a photocell. All such light posts and lanterns shall be of the size, style and color specified by the Committee, so that all such light posts and lanterns have a uniform appearance throughout Meadow Creek Crossing. Post lamps shall be installed and operational by the time an occupancy permit is issued for the home.

23. MAIL BOX

All mailboxes and mailbox support posts shall be of uniform size, style, color and materials, as determined by the Committee.

24. EASEMENTS

The Developer, at its sole discretion, may grant and convey easements to the Village, and/or to any public or private utility, upon, over, through or across portions of any Lot or Outlot

in Meadow Creek Crossing for purposes of allowing the Village or utility to furnish gas, electricity, water, sewer, cable television or other utility service to any Lot(s), for the purpose of facilitating drainage of storm or surface water within or through Meadow Creek Crossing, or for landscaping purposes. These easements shall be limited to the area outside of the building envelope as shown on the Plat. Developer may grant such easements in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots in Meadow Creek Crossing.

The Developer may, with respect to an existing lease for a billboard located on Outlot 5, renew, extend, change, administer or terminate such lease agreement in its own name and without the consent or approval of any Lot Owner, may collect the rents arising therefrom, may exercise all the rights of the landlord under such lease, and may grant easements or such other access over the Outlots as is reasonably required by the billboard lessee to adequately install, maintain, alter, repair or replace such billboard from time to time, provided that the billboard will not be substantially relocated or substantially increased in size. The foregoing rights are intended to survive the conveyance of all Lots in Meadow Creek Crossing.

25. SWIMMING POOLS

In-ground swimming pools shall be permitted, subject to the approval of the Committee, if they meet Village ordinances and specifications. Aboveground swimming pools are expressly prohibited.

The terms in-ground and aboveground are terms that shall classify pools. Pool manufacturer data shall be reviewed by the Committee to ensure the pool is not an aboveground pool. Round configurations are not allowed. All pools sold as aboveground pools or on-ground pools are expressly prohibited.

The entire outer perimeter walls of pools shall be completely backfilled.

The installation method shall not void pool manufacturer's warranty.

26. ZONING AND BUILDING RESTRICTIONS

The 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, Washington County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. Approvals granted by the Committee do not supersede any law. Lot Owners must obtain any other permits required by law. The Committee may, but is not required to, consider any other law in reacting to a petition. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply.

27. OUTLOTS ONE THROUGH SIX

Outlots One (1), Two (2), Four (4), Five (5) and Six (6) as shown on the Plat for Meadow Creek Crossing are hereby established as a common area for the use and benefit of the owners of

all Lots in Meadow Creek Crossing, and their respective guests and invitees. The Developer will convey each of these Outlots to the Homeowner's Association without additional charge, subject to liens and encumbrances of record (except for any general mortgage lien) and subject to the billboard lease described in Section 24. The Association shall be responsible for the management and maintenance of said Outlots, and shall be entitled to establish reasonable rules and regulations regarding the use of said Outlots, which rules and regulations shall apply equally to all Lot Owners and their respective guests and invitees, and subject to the rights of the billboard lessee. Such rules and regulations may be established either by majority vote of the Board of Directors of the Association, or by majority vote of the Association itself, provided, however, that the Board of Directors shall not be entitled to amend, modify, or rescind any rule or regulation established by majority vote of the Association. The Association shall further have the right to grant easements on, over and across said Outlots.

The following activities on the Outlots are expressly prohibited unless and until the Association establishes express rules and regulations permitting same, in which event such use shall be subject to the rules and regulations as so enacted:

A. Household pets are prohibited from being on any of the Outlots unless and until permitted by rules and regulations.

B. No motorized vehicles of any type, including but not limited to all-terrain type vehicles, snowmobiles, motorcycles, automobiles, trucks or other on-road or off-road type vehicles may be used or ridden on the Outlots at any time, unless permitted by the rules and regulations, and/or except as may be used or authorized by the Association for the purpose of maintaining the Outlots.

C. No trees, shrubs, flowers, grasses or other plants shall be planted on the Outlots unless permitted by the rules and regulations, or except as may otherwise be authorized by the Association.

The foregoing provisions shall not be interpreted so as to require the Association to enact rules or regulations allowing any of the foregoing uses at any time. Further, the foregoing provisions shall not be interpreted so as to prohibit the Association from enacting rules or regulations prohibiting other uses of all or any portion of the Outlots.

The Developer may retain title to or may convey Outlot 3 to anyone it chooses. Until Outlot 3 is developed, it will be subject to the restrictions in the second paragraph of this Section; it will not be charged with any assessments. The Developer may develop and use Outlot 3 in any manner that is permitted by the Village. If in the future the Developer combines Outlot 3 with other adjacent property, the Developer may either (a) bring such other property into this Declaration, or (b) remove Outlot 3 from this Declaration. The Developer may do so by filing an amendment to this Declaration specifying how Outlot 3 and such adjacent property are to be treated under this Declaration.

28. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the Owners of at least two-thirds of the Lots in Meadow Creek Crossing, provided, however, so long as the Developer owns any Lot in Meadow Creek Crossing no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until it is duly recorded in the office of the Register of Deeds for Washington County, Wisconsin. For purposes of this Section, if a Lot is subject to a mortgage, the Lot Owner's mortgagee must also consent for the Lot Owner's consent to be effective.

In the event that there is more than one Owner of any Lot in Meadow Creek Crossing, the execution of any amendment by any one or more of said Owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other Owner(s) of such Lot join in the execution of such amendment, unless such other Owner or Owners of said Lot have recorded in the Office of the Register of Deeds for Washington County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the Owner filing such notice.

Notwithstanding the foregoing, the Developer acting alone may record an amendment as described in Section 28.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Association, and/or by any Lot Owner in Meadow Creek Crossing, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one year after the completion of the construction, placement or alteration of such structure or improvement.

The Village may also enforce the provisions of Paragraph 32, 33, 34 and 35 of this Declaration.

30. TERM

These restrictions shall run with the land and shall be binding on all parties and persons having any interest in the land affected hereby. These restrictions shall be perpetual subject to termination under this Declaration. If the Board deems further action necessary to preserve and maintain the effectiveness of these restrictions, the Board is hereby authorized to execute such documents as are necessary to keep this Declaration in effect.

The Developer may assign some or all of its special rights under this Declaration (those rights which it may exercise or which inure to it in its status as Developer and not simply as a Lot

Owner) in a recorded document specifying the intention to so assign and specifying the rights which are so assigned, and subject to any further conditions, terms or limitations set forth therein.

31. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. HOMEOWNER'S ASSOCIATION

A Homeowner's Association shall be created by the Developer for the purpose of managing the affairs of Meadow Creek Crossing, and for the purpose of managing, controlling, owning, and maintaining the common areas and common improvements, including any signage identifying Meadow Creek Crossing. Said Association shall be established as follows:

A. The Association shall be established as a non-stock, non-profit corporation. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant Lot in Meadow Creek Crossing is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in Meadow Creek Crossing shall be subject to assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Washington County and/or the Village, the personal obligation of the Lot Owners, until paid. Each Lot shall be responsible for an equal share of said expenses. In the event Washington County and/or the Village become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed by this Declaration. Further, in the event Washington County and/or the Village become the owners of any Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which an assessment may be levied, (b) special assessments or fines on a particular Lot Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Lot Owner with any provision of this Declaration, and (c) special assessments for any charges and amounts owing the Association.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. Assessments shall be made on an annual basis. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest.

F. If a Lot Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Lot Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorneys' fee. Each Lot Owner shall be personally liable for assessments and a lien shall be imposed against such Lot for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs for collection, including reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Lot upon the foreclosure of its lien. All liens for sums assessed by the Association but unpaid for common expenses chargeable to any Lot Owner shall be prior to all other liens except sums unpaid on Lot Owner Mortgages which are recorded prior to the imposition of the assessment giving rise to the lien.

G. During the period of Developer control, Developer may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Developer shall be entitled to reimbursement from the Association for such expenditures.

H. Within ten (10) days of written request from a Lot Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Lot, if any. Notwithstanding anything to the contrary in the preceding sentence, all Lots conveyed by Developer shall be deemed conveyed free from outstanding general and special assessments and no such letter shall be required or given as to such Lots.

33. COMMON AREAS AND SIGNAGE

The Association has the responsibility of properly landscaping and maintaining all common areas within Meadow Creek Crossing and properly maintaining all signage identifying Meadow Creek Crossing.

The common areas are identified as:

1. Outlots One (1), Two (2), Four (4), Five (5) and Six (6),
2. Islands in cul-de-sacs,
3. Boulevard entry median strip,

4. Ponds,
5. Permanent sign(s),
6. Tot lot,
7. Trails through the Outlots.

In the event the Association does not properly landscape or maintain any common area, or properly maintain any signage, the Village may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above referenced notice, the Village shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.60 (16), Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village, charges shall become a lien upon the Owner's Lot as provided in Section 66.60 (15), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.60 (16), Wis. Stats.

34. MAINTENANCE OF PONDS/STORMWATER MANAGEMENT FACILITIES

The Association is responsible for the maintenance of the ponds located within Outlots Four (4) and Six (6). Such facilities shall be maintained to achieve the same performance standards to which they were constructed pursuant to Section 18.08(10), Germantown Municipal Code, namely, such that they accommodate the maximum potential volumes of flow of stormwater through and within the development, and meet applicable performance standards for storage and release. In the event the Association does not properly maintain said ponds, the Village may send written notice to the Association indicating that the Village has determined that same is not being properly maintained and further indicating that the Village will perform such maintenance if not properly done by the Association. The above-mentioned notice shall give the Association a minimum of seven days to correct the problem. If maintenance is not properly performed within the time granted by the above referenced notice, the Village shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the Lot Owners on a prorata basis for any costs incurred by the Village as a result of such maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627(4), Wis. Stats.

35. WETLAND AND FLOODPLAIN RESTRICTIONS

The Meadow Creek Crossing Plat sets forth areas identified as wetland and floodplain areas. Said areas are subject to the following restrictions, with which all Lot Owners and the Association shall strictly comply:

1. The Association shall have the right (but not the obligation) to promulgate rules, restrictions, or regulations regarding the time, manner and types of access and/or use with respect to these areas. The Association shall have the power (but not the obligation) to enforce such rules, restrictions and regulations under this Declaration.

2. Restrictions applicable to area identified as floodplain and/or wetland on the Plat:

   i. Grading and filling is prohibited unless specifically authorized by the Village and, if applicable, the DNR and the Army Corps of Engineers.

   ii. The removal of topsoil or other earthen materials is prohibited, except for permits that may be granted from the Village to the Developer to remove soil from the floodplain during the construction phase of the project.

   iii. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of the land owner, or silvicultural thinning upon the recommendation of a forester or a naturalist.

   iv. Grazing by domesticated animals, i.e. horses, cows, etc., is prohibited.

   v. The introduction of plant material not indigenous to the existing environment of the floodplain and/or wetland area is prohibited.

   vi. Construction of buildings is prohibited within the floodplain and wetland areas.

   vii. Regular mowing of vegetation similar to lawn maintenance is prohibited. The exception will be for mowing or burning for restoration management. Restoration management shall be done periodically to deter the growth of woody invasive species and cool season exotic plants. This shall be done under the guidance of a restoration specialist.

(Signature on next page)

DOC#: 997696

SIGNATURE PAGE FOR
DECLARATION OF RESTRICTIONS
FOR
MEADOW CREEK CROSSING SUBDIVISION

Executed as of the date set forth above.

HARMONY HOMES, INC.

By: _____
Bryce P. Styza, President

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this June 6th, 2003, the above named Bryce P. Styza, as the President of Harmony Homes, Inc., a Wisconsin Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin-Glenda R. Scheel-Weidner
My commission expires May 7, 2006

NOTARY PUBLIC
GLENDA R. SCHEEL-WEIDNER
STATE OF WISCONSIN

Drafted by and Return to:
Harmony Homes, Inc.
Bryce P. Styza, President
P.O. Box 966
Waukesha, WI 53187-0966