

**FIRST SUPPLEMENT TO
DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD CROSSING AT MENOMONEE FALLS**

THIS FIRST SUPPLEMENT, made as of the 28th day of July, 1995, by **PILGRIM PARK LIMITED PARTNERSHIP**, a Wisconsin limited partnership (hereafter "Declarant").

WITNESSETH:

WHEREAS, on October 20, 1994, Declarant entered into that certain Declaration of Restrictions for Creekwood Crossing at Menomonee Falls (the "Declaration") wherein the Declarant subjected that certain real property described on Exhibit A attached hereto and then owned by Declarant (referred to as "Creekwood Crossing" in the Declaration) to the terms and conditions contained in the Declaration; and

WHEREAS, the Declaration was recorded on October 21, 1994 in the Register's Office of Waukesha County at Reel 2000, Images 0658 to 0682, as Document No. 2002262;

WHEREAS, the Declaration specifically provides that the Declarant may subject additional real estate to the Declaration, provided such real estate is adjacent to Creekwood Crossing;

WHEREAS, the Declarant is the sole owner of certain real estate which is adjacent to Creekwood Crossing and is more particularly described on Exhibit B (hereafter referred to as the "First addition to Creekwood Crossing"; and

WHEREAS, the Declarant desires, as of the date hereof, to subject the First Addition to Creekwood Crossing to the Declaration.

IN WITNESS WHEREOF, the Declarant hereby supplements and amends the Declaration as follows:

1. All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.
2. The Declarant hereby submits the First Addition to Creekwood Crossing to all of the terms, conditions, restrictions, covenants, rights, and obligations of the Declaration, as if the declaration had been entirely restated herein. From and after the date hereof, the term "Creekwood Crossing" as used in the Declaration shall include all of the real property described in Exhibit A and Exhibit B attached hereto.
3. Notwithstanding anything contained in this First Supplement or the Declaration to the

contrary, the following shall be special restrictions pertaining to the hereafter identified individual lots in the First Addition to Creekwood Crossing:

(a) The minimum set back requirement from Whitetail Run Street's right of way boundary for Lots 1 through 9 in Block 12 of the First Addition to Creekwood Crossing shall be not less than fifty (50) feet.

(b) With respect to Lots 2 through 9 in Block 12 in the First Addition to Creekwood Crossing, the Owners of such lots shall, at the time such lots are landscaped pursuant to the requirements of the Declaration, plant two (2) trees (with a minimum two inch (2") trunk diameter at grade) along the front lot line of such lots and in such locations as are specified by the Declarant. With respect to such lots, the obligation I contained in this Paragraph 3(replaces the one (1) one and one-half inch (1 1/2") tree requirement contained in the Declaration.

(c) With respect to Lots 14 through 19 in Block 5 and Lots 10 through 22 in Block 6 of the First Addition to Creekwood Crossing, the Owners of such lots shall not remove or alter any trees located on such lots which have a trunk diameter greater than or equal to two inches (2") at four feet (4') above grade, unless such trees are located within five feet (5') of the building pad of the residence, provided the location of such residence was approved by the Architectural Control Committee pursuant to the Declaration. Notwithstanding the foregoing, all trees to be removed by an Owner (or its agents or contractors) shall be marked prior to their removal and such removal shall not take place until the removal is approved by the Declarant in writing. Any trees removed by an Owner that have not been first approved by the Declarant shall be replaced by the Owner, at the Owner's expense.

The Declarant hereby reserves the right to modify, waive, amend or grant variances to the restrictions contained in this Paragraph 3 from time to time, in Declarant's sole discretion.

IN WITNESS WHEREOF, the Declarant has caused this First Supplement to be executed as of the date and year first above written.

PILGRIM PARK LIMITED PARTNERSHIP, a Wisconsin limited partnership

By: Fiduciary Real Estate Development, Inc.,
General Partner

By: /s/William R. Arpe, President

Attest: /s/Donald S. Wilson, Secretary

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 28 day of July, 1995, the above named William R. Arpe and Donald S. Wilson, as the President and the Secretary of Fiduciary Real Estate Development, Inc., a Wisconsin corporation, general partner of Pilgrim Park Limited Partnership, a Wisconsin limited partnership, and acknowledged to me that they executed the foregoing instrument as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

/s/Marilyn J. Klemann
(type or print name here)
Notary Public, Milwaukee County, Wisconsin
My Commission expires 03/22/98

EXHIBIT A

LEGAL DESCRIPTION OF CREEKWOOD CROSSING

Fiduciary Real Estate Development, Inc. is the "Developer" of Creekwood Crossing, being a subdivision of part of the SW 1/4 and the SE 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 34. Town 8 North. Range 20 East. Village of Menomonee Falls, Waukesha County, Wisconsin.

THIS DOCUMENT SHOULD BE RETURNED TO:

Fiduciary Real Estate Development, Inc.
225 East Mason Street
Suite 900
Milwaukee, WI 53202
(414) 226-4535

THIS DOCUMENT WAS DRAFTED BY,

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