

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

THIS SECOND SUPPLEMENT, made as of the 6th day of May, 1997, 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, on July 28, 1995, Declarant entered into that certain First Supplement to Declaration of Restrictions for Creekwood Crossing at Menomonee Falls (the "First Addition") wherein the Declarant subjected that certain real property described on Exhibit B 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 First Addition was recorded on September 26, 1995 in the Register's Office of Waukesha County at Reel 2119, Images 0817 to 0821, as Document No. 2068932;

WHEREAS, on February 18, 1997, Declarant entered into that certain Second Supplement to Declaration of Restrictions for Creekwood Crossing at Menomonee Falls (the "Second Addition") wherein the Declarant subjected that certain real property described on Exhibit C 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 Second Addition was recorded on February 20, 1997 in the Register's Office of Waukesha County at Reel 2391, Images 0500 to 0509, as Document No. 2192499;

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 D (hereafter referred to as the "Third Addition to Creekwood Crossing"; and

WHEREAS, the Declarant desires, as of the date hereof, to subject the Third 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 Third 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 on Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto.

3. Notwithstanding anything contained in this Third Supplement, Second Supplement, First Supplement, or the Declaration to the contrary, the following shall be special restrictions pertaining to the hereafter identified individual lots in the Third Addition to Creekwood Crossing:

4. All single-family residential lots in Creekwood Crossing (hereafter referred to as a "Lot" or "Lots") are hereby restricted to allow the erection of only one (1) single family residence (hereafter referred to as a "Residence"). Such Residences shall be limited to one story Residences, story and one-half Residences, two story Residences, tri-level Residences or split level Residences. Each Residence shall have an attached garage which shall be of sufficient size to accommodate a minimum of two cars. Creekwood Crossing is zoned R-3 by the Village of Menomonee Falls, and only single family residential dwellings are permitted pursuant to such zoning. No duplexes or multi-family dwellings shall be permitted in Creekwood Crossing.

5. The following minimum sizes for a Residence in Creekwood Crossing shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. The Declarant, in all instances, shall have the final determination as to the classification of the residence for the purpose of determining the minimum square footage (i.e. single story, two story, tri-level or split level). All Residences in Creekwood shall have the following minimum living areas:

A. A single story Residence shall have a minimum of 2,000 square feet of living area on the first floor of the Residence. Unless the square footage of a single story residence is a minimum of 2,400 square feet, all attached garages shall be side entry.

B. A story and one-half Residence shall have a minimum of 2,400 square feet of living area with a minimum of 2,000 square feet of living area on the first floor of the Residence. Unless the square footage of a story and one-half residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

C. A two story Residence shall have a combined minimum of 2,400 square feet of living area on the first and second floors of the Residence. Unless the square footage of a two story residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

D. A split level Residence shall have a combined minimum of 2,400 square feet of living area on the first and second floors of the Residence. Unless the square footage of a split level residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

E. A tri-level Residence shall have a combined minimum of 2,400 square feet of living area on the three floors of the Residence. Unless the square footage of a tri-level residence is a minimum of 2,600 square feet, all attached garages shall be side entry.

6. All garages shall be attached to the Residence, directly or by breezeway, or built into the basement of the Residence, and all garages shall be constructed at the same time the Residence is constructed. Although garage entrances shall be permitted, in accordance with item 5A-E of this Article, toward the front of a residence, owner's are encouraged to construct garage entrances on the side of the residence. All driveways shall be paved (either with asphalt, cement or brick). Notwithstanding, in all cases the declarant shall have the right to determine the location of the garage entrance.

7. During construction of a Residence or any other permitted improvement, all Owners, and all contractors and subcontractors, shall comply with the erosion control plan requirements set forth in Exhibit B of the Declaration.

8. With respect to all Lots of the Third 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 8 from time to time, in Declarant's sole discretion.

9. All owners of lots in the Third Addition to Creekwood Crossing shall submit to the ACC two sets of landscape plans for the residence within six (6) months of receiving the occupancy permit for the residence. The ACC shall, on these plans, note the location of two (2) Maple street trees with a 2 inch diameter, which shall be installed at the lot owner's expense. If landscape plans are not submitted, in addition to the Home Owner's Association remedies provided in the Declaration, the Declarant reserves the right to have the street trees installed at the lot owner's expense. Lot owners are encouraged to contact the Declarant for the proper location of the street trees prior to having landscape plans prepared.

10. The Plat of the Third Addition to Creedwood Crossing contains both a Private Drainage Easement and Public Stormsewer Easements. The drainage easement is established to provide for the unobstructed flow of stormwater runoff from adjacent and upstream properties. Owners of lots on which this private drainage easement exists shall be responsible for keeping these areas free of any obstruction that may restrict or divert this flow. Any actions taken by Lot owners or individuals that causes obstructions to the natural flow of stormwater runoff shall be rectified by the lot owner immediately, else the Declarant reserves the right to rectify the

situation at the Lot owner's expense. The Public Stormsewer Easements are established to provide for the permanent and perpetual easements for municipal storm sewer and related facilities. Any actions taken by Lot owners or individuals that causes obstructions to the natural flow of stormwater runoff shall be rectified by the lot owner immediately, else the Declarant and or the Homeowners Association of Creekwood Crossing reserves the right to rectify the situation at the Lot owner's expense. Any changes to these easements must be approved by the Homeowners Association and by the Village of Menomonee Falls.

11. Notwithstanding anything contained in the Declaration to the contrary, the Declarant shall not be required to pay any assessment on any Lots owned by the Declarant.

12. Except as expressly set forth herein, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Third 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 6th day of May, 1997, 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.

*

Rhonda K. Kenney
Notary Public, Milwaukee County, Wisconsin
My Commission (is) (expires)_____

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,

Brett K. Miller, Esq.
Davis & Kuelthau, S.C.
111 East Kilbourne Avenue
Suite 1400
Milwaukee, WI 53202
(414) 276-0200

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.

EXHIBIT B

LEGAL DESCRIPTION OF FIRST ADDITION TO CREEKWOOD CROSSING

Fiduciary Real Estate Development, Inc. is the " Developer" of Creekwood Crossing Addition No.1, being a subdivision of a 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.

EXHIBIT C

**LEGAL DESCRIPTION OF SECOND ADDITION
TO CREEKWOOD CROSSING**

Fiduciary Real Estate Development Inc. is the " Developer" of Creekwood Crossing Addition No.2, being a subdivision of a part of 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.

EXHIBIT D

**LEGAL DESCRIPTION OF THIRD ADDITION
TO CREEKWOOD CROSSING**

Fiduciary Real Estate Development, Inc. is the " Developer" of Creekwood Crossing Addition No.2, being a subdivision of a part of 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.