

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

THIS FOURTH SUPPLEMENT, made as of the \_ th day of \_\_\_\_\_, 1998, 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; and

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; and

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; and WHEREAS, on July 21th, 1997, Declarant entered into that certain Third Supplement to Declaration of Restrictions for Creekwood Crossing at Menomonee Falls (the "Third Addition") wherein the Declarant subjected that certain real property described on Exhibit D 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 Third Addition was recorded on August 1st, 1997 in the Register's Office of Waukesha County at Reel 2482, Images 0687 to 0697, as Document No. 2234518; and

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; and

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

WHEREAS, the Declarant desires, as of the date hereof, to subject the Fourth 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 Fourth 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, Exhibit D and Exhibit E attached hereto.
3. Notwithstanding anything contained in this Fourth Supplement, the Third Supplement, the Second Supplement, the First Supplement, or the Declaration to the contrary, the following shall be special restrictions pertaining to the hereafter identified individual lots in the Fourth 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.
5. The Fourth Addition to Creekwood Crossing is zoned Planned Residential Development by the Village of Menomonee Falls, and only single family residential dwellings are permitted pursuant to the PRD Statement submitted to the Village and shall conform to the residential requirements found within R-3 zoning in addition to the restrictions contained in the Declaration. No duplexes or multi-family dwellings shall be permitted in the Fourth Addition of Creekwood Crossing.
6. 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. In cases where the dimensions of any Lot in the Fourth Addition do not conform to R-3 zoning, the Declarant, in all instances, shall have the final determination in

determining the minimum square footage required for a residence to be built upon such Lot, provided that these minimums are not less than the R-3 zoning requirements of the Village. 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 Crossing 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.

7. 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 6A-E of this Article, toward the front of a residence, side entry garages are strongly recommended, and owners are encouraged to construct garage entrances on the side of the residence. The Declarant shall have the final determination of architectural design, including garage entrances. On Lots that have a frontage less than 110 feet, the Declarant may, at its sole discretion, determine the garage location and entrance to the home. Notwithstanding the foregoing, in all cases the Declarant shall have the right to determine the location of the garage entrance. All driveways shall be paved (either with asphalt, cement or brick).

8. Declarant may require brick lines or brick accents on the Residence as an exterior material at the sole discretion of the Declarant.

9. 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.

10. With respect to all Lots of the Fourth 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 Declarant in writing. 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 10 from time to time, in Declarant's sole discretion.

11. All owners of lots in the Fourth Addition to Creekwood Crossing shall submit to the Declarant two sets of landscape plans for the residence within six (6) months of receiving the occupancy permit for the residence. The Declarant shall annotate on these plans the location of two (2) Maple trees (or a similar type of tree which shall be approved in writing by the Declarant) that shall have a 2 inch minimum diameter, and that 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 trees installed at the Lot owner's expense. Lot owners must contact the Declarant for the proper location of the trees prior to having landscape plans prepared. The trees must be placed in- the location specified by the Declarant.

12. The Plat of the Fourth Addition to Creekwood 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.

13. 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.

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

IN WITNESS WHEREOF, the Declarant has caused this Fourth 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     0

Personally came before me this \_\_th day of \_\_\_\_\_, 1998, 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.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
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.3, 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 E**

### **LEGAL DESCRIPTION OF FOURTH ADDITION TO CREEKWOOD CROSSING**

Fiduciary Real Estate Development, Inc. is the "Developer" of Creekwood Crossing Addition No.4, being a subdivision of a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 34. Town 8 North. Range 20 East. Village of Menomonee Falls. Waukesha County. Wisconsin.