Fourth Amendment to
Declarations of Covenants
and Restrictions-
Twin Creeks Subdivision

Document Number

Document Title

DOC#: 1082681

Recorded
MAR. 30, 2005 AT 11:10AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $19.00

Recording Area

19-5

Name and Return Address
Dittmar Realty, Inc
PO Box 1297
Menomonee Falls, WI 53051

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 $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

FOURTH AMENDMENT TO DECLARATION

THIS FOURTH AMENDMENT TO DECLARATION is hereby made and entered into as of the 15th day of March, 2005 by Twin Creeks Associates, LLC ("Developer").

WHEREAS, Developer established and placed of record the Declaration of Covenants and Restrictions for Twin Creeks Subdivision dated October 2, 2002, recorded on October 4, 2002 as Document No. 950593, as amended by the First Amendment recorded on June 24, 2003 as Document No. 999452, and the Second Amendment recorded on June 30, 2003 as Document No. 1000443 and the Third Amendment recorded on June 25, 2004 as Document No. 1054197 (the "Declaration"); and

WHEREAS, the Subdivision is described on Exhibit 2-A attached hereto, and Developer has the right under Section 4.01 of the Declaration to establish amendments thereto to cause additional lands to become a part of the Subdivision and subject to the Declaration. The Developer further intends to establish additional restrictions that affect the additional lands only.

NOW, THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The lands legally described on Exhibit 2-B, shall hereby become subject to and governed by all of the terms, conditions, covenants and restrictions set forth in the Declaration. The term "Subdivision" for all purposes under the Declaration shall mean the lands described on Exhibits 2-A and 2-B attached hereto.

2. Subparagraph (a) of Section 2.01 of the Declaration shall be amended as follows, but only in respect to the Lots contained within the lands legally described on Exhibit 2-B:

(a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) as set forth below:

1. not less than 2,000 square feet for a one-story home.

2. not less than 1,700 square feet on the first floor with a total of 2,200 of area for a one and one-half story home.

3. not less than 2,400 square feet for a two-story home.

4. not less than 2,400 square feet on the two upper levels for a split level home.

3. Unless indicated otherwise, the defined terms used herein shall have the meaning set forth in the Declaration. Except as provided herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the foregoing document is executed as of the date first above written.

TWIN CREEKS ASSOCIATES, LLC

By: _____
Kevin S. Dittmar, Manager

State of Wisconsin)
)SS
County of Waukesha)

Personally came before me this 28th day of March, 2005, the above named Kevin S. Dittmar, as manager of the Twin Creeks Associates, LLC, and to me known take the persons who executed the foregoing instrument and acknowledged the same in the foregoing capacities.

_____

DARLENE E. PAUL NOTARY PUBLIC STATE OF WISCONSIN

* Darlene E. Paul

Notary Public, State of Wisconsin

My commission expires 2-04-2007

Drafted by: Kevin S. Dittmar, esq.
PO Box 1297
Menomonee Falls, WI 53051

EXHIBIT 2-A

Parcel I:

Lots One (1) through Twenty-four (24), both inclusive and Outlots One (1) through Five (5) both inclusive all in Twin Creeks, being a Subdivision of part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29, Town 10 North, Range 20 East, Town of Jackson Washington County, Wisconsin and as correct by the Affidavit of Correction recorded on October 2, 2002 as Document No, 950592.

Parcel II:

Lots Twenty-five (25) through Forty-four (44) both inclusive and Outlots Six (6) through Eight (8), both inclusive, all in Twin Creeks - 2, being a subdivision of part of Lot 1 or Certified Survey Map No. 2241 and lands, all being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel III:

Lots Forty-five (45) through Sixty-five (65), both inclusive and Outlots Nine (9) through Eleven (11), both inclusive all in Twin Creeks - 3, being a subdivision of part of the Southwest 1/4, Northeast1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29. Town 10 North, Range 20 East, Town on Jackson, Washington County, Wisconsin.

Parcel IV:

Lots Sixty-six (66) through Seventy-eight (78) and Outlot Twelve (12) all in Twin Creeks - 3, being a Subdivision of part of the Southwest ¼, Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel V:

Lots Seventy-nine (79) through Eighty-seven (87), Outlot Thirteen (13) and Outlot Fourteen (14), all in Twin Creeks-4, being a subdivision of a part of the Southwest ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, in the Town of Jackson, Washington County, Wisconsin.

EXHIBIT 2-B

Parcel VI:

Lot 88 thru Lot 118 and Outlot 15 thru Outlot 18, Twin Creeks – 5, being a part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, in the Town of Jackson, Washington County, Wisconsin.

Third Amendment to
Declaration of Covenants
and Restrictions-
Twin Creeks Subdivision

Document Number

Document Title

DOC#: 1054197

Recorded
JUNE 25, 2004 AT 11:15AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $19.00

Recording Area

Name and Return Address

Dittmar Realty, Inc. 19-5
P.O. Box 1297
Menomonee Falls, WI 53051

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 $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

THIRD AMENDMENT TO DECLARATION

THIS THIRD AMENDMENT TO DECLARATION is hereby made and entered into as of the 1st day of July, 2004 by Twin Creeks Associates, LLC ("Developer").

WHEREAS, Developer established and placed of record the Declaration of Covenants and Restrictions for Twin Creeks Subdivision dated October 2, 2002, recorded on October 4, 2002 as Document No. 950593, as amended by the First Amendment recorded on June 24, 2003 as Document No. 999452, and the Second Amendment recorded on June 30, 2003 as Document No. 1000443 (the "Declaration"); and

WHEREAS, the Subdivision is described on Exhibit 2-A attached hereto, and Developer has the right under Section 4.01 of the Declaration to establish amendments thereto to cause additional lands to become a part of the Subdivision and subject to the Declaration.

NOW, THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The lands legally described on Exhibit 2-B, shall hereby become subject to and governed by all of the terms, conditions, covenants and restrictions set forth in the Declaration. The term "Subdivision" for all purposes under the Declaration shall mean the lands described on Exhibits 2-A and 2-B attached hereto.

2. Unless indicated otherwise, the defined terms used herein shall have the meaning set forth in the Declaration. Except as provided herein, the Declaration shall remain unmodified and in full force and effect.

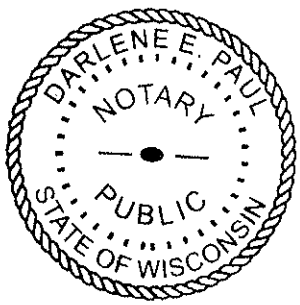
IN WITNESS WHEREOF, the foregoing document is executed as of the date first above written.

TWIN CREEKS ASSOCIATES, LLC

By: _____
Kevin S. Dittmar, Manager

State of Wisconsin)
)SS
County of Waukesha)

Personally came before me this 23rd day of June, 2004, the above named Kevin S. Dittmar, as manager of the Twin Creeks Associates, LLC, and to me known take the persons who executed the foregoing instrument and acknowledged the same in the foregoing capacities.



Darlene E. Paul

* Darlene E Paul

Notary Public, State of Wisconsin

My commission expires 2-04-2007

Drafted by: Kevin S. Dittmar, esq.

EXHIBIT 2-A

Parcel I:

Lots One (1) through Twenty-four (24), both inclusive and Outlots One (1) through Five (5) both inclusive all in Twin Creeks, being a Subdivision of part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29, Town 10 North, Range 20 East, Town of Jackson Washington County, Wisconsin and as correct by the Affidavit of Correction recorded on October 2, 2002 as Document No, 950592.

Parcel II:

Lots Twenty-five (25) through Forty-four (44) both inclusive and Outlots Six (6) through Eight (8), both inclusive, all in Twin Creeks - 2, being a subdivision of part of Lot 1 or Certified Survey Map No. 2241 and lands, all being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel III:

Lots Forty-five (45) through Sixty-five (65), both inclusive and Outlots Nine (9) through Eleven (11), both inclusive all in Twin Creeks - 3, being a subdivision of part of the Southwest 1/4, Northeast1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29. Town 10 North, Range 20 East, Town on Jackson, Washington County, Wisconsin.

EXHIBIT 2-B

Parcel IV:

Lots Sixty-six (66) through Seventy-eight (78) and Outlot Twelve (12) all in Twin Creeks - 3, being a Subdivision of part of the Southwest ¼, Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel V:

Lots Seventy-nine (79) through Eighty-seven (87), Outlot Thirteen (13) and Outlot Fourteen (14), all in Twin Creeks-4, being a subdivision of a part of the Southwest ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, in the Town of Jackson, Washington County, Wisconsin.

Second Amendment to
Declaration of Covenants
and Restrictions -
Twin Creeks Subdivision

Document Number

Document Title

DOC#: 1000443

Recorded
JUNE 30, 2003 AT 08:30AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $19.00

Recording Area 19-5

Name and Return Address
Dittmar Realty, Inc.
P.O. Box 1297
Menomonee Falls, WI
53051

T7-0754 T7-0755.00B
T7-0755 T7-0757
T7-0758 T7-0757.00Y

Parcel Identification Number (PIN)

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SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION is hereby made and entered into as of the 25th day of June, 2003 by Twin Creeks Associates, LLC ("Developer").

WHEREAS, Developer established and placed of record the Declaration of Covenants and Restrictions for Twin Creeks Subdivision dated October 2, 2002, recorded on October 4, 2002 as Document No. 950593, as amended by Document No. 999452, recorded on June 24, 2003 (the "Declaration"); and

WHEREAS, by virtue of owning 67% or more of the Lots in the Subdivision as described on Exhibits 2A and 2B attached hereto. Developer has the right under Section 4.01 of the Declaration to establish amendments thereto.

NOW, THEREFORE, the Developer does hereby further amend the Declaration as follows:

1. Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and sightly condition. These requirements specifically include the ditch area between the road pavement and the right of way line. In the event of any failure to comply with any of the foregoing, then the Developer or the Association (or contractors engaged by them) shall have the right to enter the Lot and conduct such repairs or maintenance as required above, and the costs thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

2. Unless indicated otherwise, the defined terms used herein shall have the meaning set forth in the Declaration. Except as provided herein, the Declaration shall remain unmodified and in full force and effect.

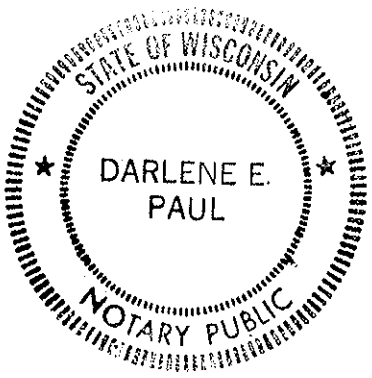
IN WITNESS WHEREOF, the foregoing document is executed as of the date first above written.

TWIN CREEKS ASSOCIATES, LLC

By: _____
Kevin S. Dittmar, Manager

State of Wisconsin)
)SS
County of Waukesha)

Personally came before me this 26th day of June, 2003, the above named Kevin S. Dittmar, as manager of the Twin Creeks Associates, LLC, and to me known take the persons who executed the foregoing instrument and acknowledged the same in the foregoing capacities.



Darlene E. Paul

* Darlene E. Paul

Notary Public, State of Wisconsin

My commission expires 2-04-2007

Drafted by: Kevin S. Dittmar, esq.

EXHIBIT 2-A

Lots One (1) through Twenty-four (24), both inclusive and Outlots One (1) through Five (5) both inclusive all in Twin Creeks, being a Subdivision of part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29, Town 10 North, Range 20 East, Town of Jackson Washington County, Wisconsin and as corrected by the Affidavit of Correction recorded on October 2, 2002 as Document No, 950592.

EXHIBIT 2-B

Parcel 1:

Lots Twenty-five (25) through Forty-four (44) both inclusive and Outlots Six (6) through Eight (8), both inclusive, all in Twin Creeks - 2, being a subdivision of part of Lot 1 or Certified Survey Map No. 2241 and lands, all being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel 11:

Lots Forty-five (45) through Sixty-five (65), both inclusive and Outlots Nine (9) through Eleven (11), both inclusive all in Twin Creeks - 3, being a subdivision of part of the Southwest 1/4, Northeast1/4 and Southeast 1/4 of the Northwest 1/4 of Section 29. Town 10 North, Range 20 East, Town on Jackson, Washington County, Wisconsin.

(Re-recorded Version)
First Amendment to
Declaration of COVENANTS
and Restrictions -
Twin Creeks Subdivision

Document Number

Document Title

DOC#: 999452

Recorded
JUNE 24, 2003 AT 08:10AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $21.00

Recording Area 21-6

Name and Return Address

Dittmar Realty, Inc.
P.O. Box 1297
Menomonee Falls, WI 53052

T7-0755 T7-0757
T7-0754 T7-0755.008
T7-0758 T7-0757.007

Parcel Identification Number (PIN)

Ring recorded to correct legal

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 $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

First Amendment to
Declaration of Covenants
and Restrictions -
Twin Creeks Subdivision

Document Number

Document Title

DOC#: 997012

Recorded
JUNE 10, 2003 AT 02:55PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $19.00

Recording Area

Name and Return Address

Dittmar Realty, Inc. 11-5
P.O. Box 1297
Menomonee Falls, WI 53052

T7-0755 T7-0757
T7-0758

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 $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

FIRST AMENDMENT TO DECLARATION

THIS FIRST AMENDMENT TO DECLARATION is hereby made and entered into as of the 10th day of June, 2003 by Twin Creeks Associates, LLC ("Developer").

WHEREAS, Developer established and placed of record the Declaration of Covenants and Restrictions for Twin Creeks Subdivision dated October 2, 2002, recorded on October 4, 2002 as Document No. 950593, (the "Declaration"); and

WHEREAS, the Subdivision is described on Exhibit 1-A attached hereto, and Developer has the right under Section 4.01 of the Declaration to establish amendments thereto to cause additional lands to become a part of the Subdivision and subject to the Declaration.

NOW, THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The lands legally described on Exhibit 1-B, shall hereby become subject to and governed by all of the terms, conditions, covenants and restrictions set forth in the Declaration. The term "Subdivision" for all purposes under the Declaration shall mean the lands described on Exhibits 1-A and 1-B attached hereto.

2. Unless indicated otherwise, the defined terms used herein shall have the meaning set forth in the Declaration. Except as provided herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the foregoing document is executed as of the date first above written.

TWIN CREEKS ASSOCIATES, LLC

By: _____
Kevin S. Dittmar, Manager

State of Wisconsin)
)SS
County of Waukesha)

Personally came before me this 9th day of June, 2003, the above named Kevin S. Dittmar, as manager of the Twin Creeks Associates, LLC, and to me known take the persons who executed the foregoing instrument and acknowledged the same in the foregoing capacities.

_____

* Darlene E. Paul

Notary Public, State of Wisconsin

My commission expires: 2-04-2007

Drafted by: Kevin S. Dittmar, esq.

EXHIBIT 1-A

Lots One (1) through Twenty-four (24), both inclusive and Outlots One (1) through Five (5) both inclusive all in Twin Creeks, being a Subdivision of part of the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin and as corrected by Affidavit of Correction recorded on October 4, 2002 as Document No. 950592.

EXHIBIT 1-B

Parcel I:

Lots Twenty-five (25) through Forty-four (44) both inclusive and Outlots Six (6) through Eight (8), both inclusive, all in Twin Creeks - 2, being a subdivision of part of Lot 1 of Certified Survey Map No. 2241 and lands, all being part of the Northwest ¼ and Southwest ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Parcel II:

Lots Forty-five (45) through Sixty-five (65), both inclusive and Outlots Nine (9) through Eleven (11), both inclusive all in Twin Creeks - 3, being a subdivision of part of the Southwest ¼, Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 29, Town 10 North, Range 20 East, Town of Jackson, Washington County, Wisconsin.

Declaration of Covenants and Restrictions for Twin Creeks Subdivision

Document Number

Document Title

Recording Area

Name and Return Address

Dittmar Realty, Inc.
P.O. Box 1297
Menomonee Falls, WI 53052

T7-0755
T7-0754

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 $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

TWIN CREEKS SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is hereby made and established as of 30th day of September, 2002 by Twin Creeks Associates, LLC, a Wisconsin limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, Developer owns all those lands located in the Town of Jackson, Washington County, Wisconsin, as legally described on Exhibit A hereto (the "Land");

WHEREAS, Developer intends to develop the Land as a residential subdivision containing approximately twenty-four (24) lots known as "TWIN CREEKS" (the "Subdivision"); and

WHEREAS, Developer desires to subject all of the Land (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Developer, the Subdivision as a whole and for the benefit of each Lot Owner.

DECLARATION

NOW, THEREFORE, DEVELOPER hereby declares that the real estate described on the attached Exhibit A (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

DEFINITIONS PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS

(a) "Association" shall mean the TWIN CREEKS HOMEOWNERS ASSOCIATION, an association which will be created under this Declaration.

(b) "Developer" shall mean TWIN CREEKS ASSOCIATES, LLC, as well as any Successor-Developer.

(c) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.

(d) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(e) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a name and lot number, and which is a part of the lands expressly made subject to this Declaration.

(f) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(g) "Property" shall include a Lot and all improvements thereon.

(h) "Section" shall mean all those provisions within a numbered heading of this Declaration.

(i) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for the transmission or

reception of electronic signals; trelices or arbors; fence, retaining or other wall, fountain or aboveground or inground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family Home constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

(j) "Subdivision" shall mean the lands described on the attached Exhibit "A," and such other land as become subject to this Declaration pursuant to an amendment hereto, excluding lands now or hereafter dedicated to the Town.

(k) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers his rights and obligations hereunder, or any successor to the Developer by operation of law.

(l) "Town" shall mean the Township of Jackson, Washington County, Wisconsin.

(m) "Common Area(s)" shall mean any area within the Land which is not located within a platted lot or dedicated right of way, which "Common Area(s) shall include, without limitation, all platted outlots.

(n) "DNR" shall mean the Wisconsin Department of Natural Resources.

(o) "Village" shall mean the Village of Jackson, Washington County, Wisconsin

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of open spaces and common areas; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of lots against use of surrounding Lots which may detract from the residential value or enjoyment of their

Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other Properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS

(a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes, which may be used as temporary sales offices.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Developer or Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy an assessment against the Lot with respect thereto.

(d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 RESTRICTIONS ON USE OF VEHICLES

Automobiles, trucks, motorcycles, bicycles, and all other vehicles, including recreational vehicles (which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage without the prior written approval of the Developer (which may be withheld in its sole and absolute discretion, including aesthetic appearances), except for temporary storage for loading and unloading purposes for a period of not more than 48 hours. Recreational vehicles shall also not be used or operated on any Lot, the Common Areas or otherwise within the Subdivision, except on dedicated streets in accordance with applicable traffic laws.

1.05 ANIMALS AND PETS

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other normal household pets (as may be approved by the Developer from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures or enclosures shall be permitted at any time.

1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers located in an enclosed garage. There shall be no burning or burial of any garbage, trash, or debris at any time other than or burning of leaves and light brush if approved by the Developer, and conducted in compliance with all applicable laws and ordinances.

1.07 ESTABLISHMENT OF COMMON AREAS AND FACILITIES

(a) The Developer hereby declares all of the "Common Areas" shall be reserved for the benefit of Developer and all Lot Owners of the Subdivision.

(b) Developer hereby declares that all of the following facilities and improvements shall be known and identified herein as "Common Facilities" as and to the extent installed and constructed by Developer in its sole

discretion:

1. The stormwater detention ponds and all associated storm sewer lines, outfall structures, rip rap and other improvements and facilities located in the Common Areas for storage and management of storm and surface waters.

2. All monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within any boulevard or cul de sac islands within any dedicated right of ways.

3. Any Wetland Mitigation Areas (as hereinafter defined) located within the Common Areas or within that portion if any Lot encumbered by an easement for the maintenance of such areas.

4. All walking trails, landscaping, wildlife ponds and passive recreational facilities (e.g. benches or footbridges) located in the Common Areas.

(c) The Association (and all Lot Owners prior to formation of the Association) shall be responsible for all costs and expenses associated with the maintenance, operation, repair, and replacement of the Common Facilities. Until such time as the Association is formed, the Developer shall be responsible for arranging for said operation, maintenance and repairs, subject to reimbursement from all Lot Owners as provided under Section 1.10 hereof.

(d) The Developer shall have the right at any time following formation of the Association to convey or otherwise transfer to the Association, without cost, all or any portion of the Common Areas, and the Association shall accept title to the same and assume responsibility for the management and maintenance thereof and the Common Facilities as provided herein. In the alternative, the Developer shall have the right to convey and each Lot Owner shall accept, of the time of closing of the Lot purchase, an undivided interest in the Common Areas, subject to the easements, limitations and restrictions provided herein.

1.08 USE OF COMMON AREAS

(a) All of the Common Facilities shall be used and maintained (including all necessary repairs and replacements thereto) for their intended purpose (e.g., stormwater management, permanent signage, decorative landscaping, lighting, etc.). Use of the Common Areas shall be limited to the Lot Owners and their accompanied guests.

(b) Except in respect to the Common Facilities, the Common Areas shall be used exclusively for environmental preservation, green space and passive recreational uses such as hiking, cross-country skiing and nature viewing. All walking trails shall be mowed turf or where turf will not grow, covered with wood chips. Except at Subdivision entranceways, boulevards and cul de sac islands and walking trails, the Common Areas (exclusive of Common Facilities) shall be left in their natural state.

(c) There shall be no grading, excavation or removal of vegetation in the Common Areas, except for the removal of diseased or dead trees or as specifically permitted herein.

(d) There should be no signage in the Common Areas, except as erected or permitted in writing by the Developer.

1.09 RELOCATED HOMES

No Home shall consist of and there shall not be permitted upon any Lot, any dwelling unit which is constructed or occupied outside the Subdivision and thereafter sought to be moved into the Subdivision. This Section 1.09, however, shall not apply to manufactured, panelized, or modular homes which are newly installed or assembled on site provide said structures are otherwise in conformance with this Declaration.

1.10 PROPORTIONATE RESPONSIBILITY

Upon acceptance of title to any Lot, the Owner(s) of such Lot shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and Common Facilities and may be subject to additional assessments to the extent authorized under Article 3 hereof. General Assessments shall be allocated to each Lot on a fractional basis, the numerator of which is one (1) and the denominator of which is the number of Lots subject to this Declaration as of the first day of the time period over which said assessment is levied. There shall be not less than twenty-four (24) Lots subject to this

Declaration as of the date of recording.

1.11 WETLAND AREAS

That portion if Lots consisting of wetlands (as shown on the Wetland Delineation Map on file with the Developer and the Town) shall not be filled, graded or disturbed in any way except with the prior written approval of the Town, the Developer and the DNR.

1.12 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

1.13 ENVIRONMENTAL REGULATIONS

All grading, excavation, filling and any other construction activities shall be in strict conformance the permit dated April 3, 2002 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), together with all federal, state and local laws, regulations, ordinances and administrative orders in respect to the protection of waterways, wetlands and other environmental areas (together as "Environmental Regulations"). Each Lot Owner shall be obligated to indemnify, defend and hold harmless the Developer, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot Owner, its agents, contractors, or employees.

1.14 CONSTRUCTION DAMAGE

Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Facilities, or any improvements the Developer is obligated to construct or install under contract with a local governmental unit, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation or the depositing of fill or construction refuse. In the event such damage in not fully restored or cleaned up, as applicable, within ten (10) days following the written notice from the Developer, the Developer shall have the right to arrange for said restoration or clean up and the cost thereof, together with interest therein at

the Default Rate accruing from the date incurred, which shall be reimbursed by the Lot Owner, and if not so reimbursed, shall constitute a special assessment against the Lot. Any such damage shall be presumed to be caused by the Owner of the Lot under construction located nearest to said damage, said Lot Owner having the burden of proving the damage was caused by another party who shall be specifically identified to the Developer.

1.15 TREE PLANTING AND REMOVAL

(a) No existing tree shall be removed from a Lot if located more than ten (10) feet from the Home, garage or driveway without the prior written consent of the Developer, except dead or diseased trees or those posing a threat to safety or property damage.

(b) Each Lot Owner shall, within one (1) year following issuance of the occupancy permit for the Home, plant in the front yard of the Lot, two (2) trees consisting of either conifer trees having a height of at least six (6) feet above ground or deciduous trees having a minimum 2 1/2 in caliper measured at least for (4) feet above the ground, or one each.

1.16 NATURAL GAS PIPELINE

(a) A portion of the Subdivision, consisting of a north-south strip of land bisecting the Subdivision, having a width of approximately one hundred (100) feet, is encumbered by a permanent easement for the benefit of the ANR Pipeline Company for the location of an underground high pressure natural gas line, as shown in the final plat of the Subdivision, recorded in the Office of the Washington County Register of Deeds (the "Pipeline Easement").

(b) Any use of Lots or Common Areas shall be subject to the limitation and restrictions applicable to the Pipeline Easements, including the terms and conditions of the Encroachment Agreement dated April 19, 2002, on file in the Developer's offices. It shall be the responsibility of all Lot Owners to be aware of any restrictions on the use of their Lot as a result of the Pipeline Easement. Any damage, fines, penalties, or other costs or expenses resulting from a violation of rights under the Pipeline Easement or agreements entered into pursuant thereto, by one or more Lot Owners shall be repaired, corrected, paid or reimbursed, as applicable, by said Lot Owner.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS; GARAGES

(a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) as set forth below:

1. not less than 1,800 square feet for a one-story home.

2. not less than 1,500 square feet on the first floor with a total of 2,000 of area for a one and one-half story home.

3. not less than 2,200 square feet for a two-story home.

4. not less than 2,200 square feet on the two upper levels for a split level home.

(b) No Home shall exceed three stories (excluding the basement) or 40 feet in height above finished grade, whichever is less.

(c) The roof of all Homes shall be pitched to rise at least eight (8) inches vertically for each twelve (12) horizontal inches.

(d) An and enclosed and attached garage (for at least one and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Caution: all 4-car garages will be subject to strict architectural scrutiny to ensure proper scale and proportion to the Home and may be denied for such and any other reasons permitted herein, including general aesthetics.

(e) Each Home shall have a basement with a useable floor area (exclusive of crawl space) of not less than 60% of the first floor.

2.02 SUITABILITY

(a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

(b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.

2.03 LOCATION AND SET-BACK

(a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be delineated by the Developer as to identification of side and rear yards to have one rear lot line, one side lot line, one front lot line and a side street lot line based on the proposed orientation of the Home and other improvements.

(b) Approval by the Plan Commission or Building Inspector of the Town with respect to set-backs or other matters shall not be binding on the Developer in any respect.

(c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer prior to any construction, it being intended that the Developer may, in its discretion, impose greater set-back requirements than those permitted under Town ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent set-back of structures and buildings and to avoid blockage and views of other properties.

(d) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer have no responsibility whatsoever for such parties or for the quality or suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration and the intent thereof, and

that no Lot Owner shall be entitled to rely upon any such reviews or approvals other than as expressly provided under Section 2.05(e).

2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

(a) Traditional architectural styles of the seventeenth, eighteenth, and nineteenth and twentieth centuries are encouraged. These could include Tudor, Salt Box, Cape Code, Georgian, Greek Revival, Prairie School or any of the Victorians. It is expected that the design of each house be consistent and unified and that building materials appropriate for that design be used. All Homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.

(b) All exterior building materials shall be natural materials, excluding shutters, windows, and roofing. The Developer shall have the right to permit synthetic materials (not including vinyl or aluminum) which are substantially similar in appearance and texture to natural materials. Minimum roof pitch as stated in 2.01 (d) shall be required. Placement of garage doors on the side elevation of Homes is encouraged. Primary exterior materials shall be consistent on all elevations and all fireplace chimneys shall be enclosed in a suitable housing compatible with the building materials of the Home.

2.05 ARCHITECTUAL CONTROL

(a) The Developer shall, subject to any specific assignment by Developer, have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom, as set forth in this Declaration. The Developer shall retain such right and authority until Developer no longer holds title to any lands shown on Exhibit B attached hereto. Thereafter, the Association shall have the authority to grant the approvals required in this Section 2.05 and upon such event, the term "Developer" as used in this Section 2.05 shall mean the Association.

(b) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without: (1) prior submission of detailed plans, specifications and other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with

respect thereto. Plans to be considered appropriate for review by the Developer must include the following (unless the Developer advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan to scale showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment: any one or more of the general purposes specified in Section 1.02 will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; and general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, design and compatibility shall be final and not subject to challenge or appeal. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this Article 2.

(c) Construction of all Homes shall be in conformance with the established grade.

(d) Upon written approval of the plans for the proposed improvement and upon receipt of any necessary Town and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be substantially completed within twelve (12) months following either acquisition of Developer approval or issuance of any required building permit by the Town, whichever is later. The Developer may, in its

discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefit to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.

(e) In the event the Developer fails to act upon proposed plans within 30 days following written acknowledgment by the Developer that it has received such plans and that they are adequate and complete for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Developer is required as to such particular matter.

(f) Any approval or permission of the Developer under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

(g) Within 90 days following construction or installation of any improvement, the Lot Owner shall, upon written request of Developer, furnish an as-built certified survey showing the location of the improvement.

(h) Except to the extent necessary for the construction of exposed basements or split-level homes, no portion of any Home located above grade level shall be covered within ground, soil or similar materials.

2.06 LANDSCAPING, GRADING AND DRAINAGE

(a) Landscaping plans, if any, including mature shrubbery, must be submitted for approval in conjunction with building plans. At a minimum, landscaping shall include sodded or seeded lawns on all four (4) sides of the Home.

(b) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within six (6) months following the issuance of the occupancy permit for the Home, or if said permit was granted after August 31, said completion shall be

on or prior to June 1 of the following year.

(c) All grading and excavation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. Department of Natural Resources. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cut and fill work or other alteration to the surface of any portion of the Lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision (on file with the Town or the Developer's engineer). No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Lot or the Common Areas. The Owner proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

(d) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. In general, fencing will be discouraged other than for protection of swimming pools. No swimming pools shall be installed above the surface grade.

(e) Except for specific landscaped areas, all front, side and rear yards shall be maintained as clipped lawns.

2.07 DRIVEWAY/CULVERT

Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage within six (6) months following issuance of an occupancy permit for the Home, or if said permit is granted after August 31, then said completion shall be achieved prior to June 1 of the following year. A plot plan showing the location of the drive shall be submitted to the Developer for its prior approval under Section 2.05 above. For purpose of ensuring an aesthetically attractive streetscape and a cohesive project identity, the culvert crossing area of each driveway shall be constructed by the Lot Owner at its expense in conformance with the design standards (including materials) on file in the Developer's office.

2.08 CONSTRUCTION MATERIALS - STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Developer, unless required for back filling, finish grading, or landscaping.

2.09 WATER SUPPLY

Each Home shall be connected to the municipal Village water system and no individual wells shall be permitted.

2.10 SEWERAGE DISPOSAL; LIFT STATION

Each Home shall be connected with the Village municipal sewer system and no septic tank or other individual sewerage system shall be used or permitted. Each Lot Owner shall further be responsible for any fees, charges or assessments imposed by the Village, in respect to maintenance and management of the sanitary sewer lift station serving the Subdivision.

2.11 WIRES, ANTENNAS, AND SOLAR PANELS; SURVEY MARKERS

(a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Developer in writing prior to installation. No Lot Owner shall remove, alter or disturb any monuments or survey markers, or install any improvement or vegetation that obstructs vision between the comer points of any Lot.

(b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

2.12 SIGNS

Except for Developer (and its written designees) relating to the marketing of the

Subdivision or any homes therein, no sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (i) one sign of not more than six square feet advertising the Property for sale; and (ii) one standard sign (showing the Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

2.13 OUTBUILDINGS

No shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot.

2.14 MAILBOXES AND YARDLIGHTS

(a) Each Lot Owner shall be obligated at its expense, to purchase from Developer and install within six (6) months following issuance of an occupancy permit for the Home, a yardpost with attached light fixture of a design determined by Developer, which shall be connected to an underground power source and operated automatically by a photoelectric cell. The yard post shall be painted or stained in a color determined by the Developer.

(b) Each Lot Owner shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer.

(c) The yardpost/light and mail/newspaper box shall at all times during the term of the Declaration, be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

THE ASSOCIATION

3.01 CREATION

(a) The Developer shall have the right at any time after the recording of this Declaration, to create and establish a non-profit homeowner's association to be known as "TWIN CREEKS HOMEOWNER'S ASSOCIATION," for the sole

and exclusive purpose of accepting and assuming all of the rights, powers, privileges and obligations expressly provided herein.

(b) The affairs of the Association shall be governed by the Board of Directors of the Association (the "Board"), as set forth under Section 3.05, below. The Developer may elect to cause the Association to be an unincorporated association or a non-stock, not for profit corporation formed under Chapter 181 of the Wisconsin Statutes. No Lot Owner or other party shall be entitled to compel the Developer to form the Association at any time other than as determined by the Developer, except that the Developer shall form the Association not later than ninety (90) days following the date the last Lot is sold or transferred by the Developer. Until such time as the Association is formed, the Developer shall have the rights and powers of the Association as provided under Article 3 hereof.

3.02 MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership, with ownership of a Lot being the sole qualification for membership. The membership in the Association shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot. There shall be one (1) vote per Lot regardless of the number of Lot Owners.

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING

The vote appurtenant to each Lot shall be cast as whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right

to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot. A quorum for voting purposes shall consist of forty percent (40%) or more of the votes entitled to be cast. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

3.04 ASSOCIATION MEETINGS

(a) The annual meeting of the Association shall be held in April of each year for the purpose of electing members of the Board (subject to Section 3.05) and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner.

(b) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

3.05 MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association and its business, activities and affairs shall be managed by the Board. The initial Board shall be appointed by the Developer (regardless of how many Lots are then owned by Developer) and shall serve until the first annual meeting of the Association. At the annual meeting first following the date the Developer no longer owns any Lot in the Subdivision, all members of the Board shall be elected by the Association.

(b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter. No person shall receive any payment for services rendered as a member of the Board or the Committee or as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Association may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

(d) No member of any board or committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or officer, provide such person acted in good faith, without willful or intentional misconduct.

3.06 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than members of the Board) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

3.07 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the Association shall have the following rights and powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration;

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;

2. to enforce this Declaration;

3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;

4. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to management of the Common Areas and Common Facilities;

5. to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;

6. to employ the services of any person, firm, or corporation to maintain the Common Areas and Common Facilities or to construct, install, repair, replace or rebuild any improvements thereof;

7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8. to commence, prosecute, defend or be a part to any suit, hearing or proceeding(whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9. to exercise all other powers necessary to maintain the Common Areas and Common Facilities for their intended purpose and operate the Association for the mutual use and enjoyment of all Lot Owners; and

10. to accept title to and ownership of all Common Areas and to properly own, operate, manage and maintain the same, including the Common Area Facilities.

(b) Any two members of the Board acting together are empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

(c) The Association shall have the following affirmative obligations:

1, to maintain the Common Areas and the Common Faculties in good condition and repair and in a clean and presentable condition, consistent with other first quality residential developments in southern Washington County, including all necessary repairs and replacements.

2. to keep the Common Areas and all boulevard and cul de sac islands free from refuse.

3. to cause the landscaped or turfed areas (not including prairie nature areas) within the Common Areas and all boulevard and cul de sac islands to be mowed and maintained on a weekly basis between April 15 and October 15 of each year, except trails in the Common Area, which shall be mowed no more than once per month.

4. The Developer and its members shall have the right to enforce the affirmative obligations above during the entire term of this Declaration.

3.08 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

(b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner and his/her or their Lot (without levy against other Lots) for:

1. costs and expenses (anticipated or incurred) for repair of damage to the Common Areas or Common Facilities caused by or at the direction of the Lot Owner, the family or guests of the Lot Owner, or any other party for whom a Lot Owner is responsible;

2. costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

3. interest due on General or Special Assessments; and

4. all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

(c) "General Assessments" may be made and levied by the Board equally against each Lot Owner and his/her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

1. maintenance, repairs, upkeep or operation of the Common Areas or Common Facilities and any improvements or equipment related thereto as may be acquired by the Association;

2. any insurance maintained by the Association;

3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association;

4. all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

5. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

6. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

7. costs and expenses of services, if any, made available to all Lots;

8. a charge for the establishment or maintenance of a reserve account to pay for unanticipated or significant expenses for which the Association is responsible;

9. any repairs or replacements to public improvements, the Common Areas or Common Facilities arising out of or relating to the Pipeline Easement, except as the result of unauthorized actions by individual Lot Owners which shall remain the responsibility of individual Lot Owners; and

10. all other costs and expenses declared to be common expenses under

this Declaration. The General Assessments for any of the foregoing expenses shall be levied equally against each Lot, pursuant to the provisions of Section 1.10.

(d) The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be co-mingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

(e) Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible or any General or Special Assessments which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot Owners (other than Developer).

(f) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuring year and shall furnish a copy to each Lot Owner or one of the co-Owners of the Lot

3.09 PAYMENT OF ASSESSMENTS

(a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.10 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) All General and Special Assessments which are not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full, shall constitute a lien on the Lot, and shall be collectible and enforceable by the Developer or the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

(b) The Developer and the Association (through the Board), subject to Section 4.07(a), shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the enforcing party and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Board and the Developer shall have the right to record a document with the Register of Deeds of Washington County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Association and the Developer may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board and the Developer shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.11 ASSESSMENT BY DEVELOPER

Until such time as the Association is formed, and thereafter in respect to the obligations under Section 3.07 (c), the Developer shall have the authority to levy, enforce and collect General and Special assessments in the same manner as permitted by the Board subject to the terms, limitations and conditions of Sections 3.07-3.10 hereof.

3.12 SERVICE OF PROCESS

Service of process upon the Association for all matters shall be made upon at least two (2) members of the Board of the Association or such legal counsel as the Association

may designate to receive service of process by recording such designation with the Register of Deeds for Washington County, Wisconsin.

3.13 WORKING CAPITOL FUND

Each purchaser of a Lot form the Developer, shall at the time of closing , pay to the Developer an amount equal to $150.00 for the establishment of initial working capital to defray the initial maintenance costs of the Common Areas and Common Facilities as the Subdivision becomes established. The Developer and/or the Association shall not be permitted to use such funds except as just provided. Said amount shall not be considered advanced payments of general assessments and if any such funds are then remaining, shall be turned over to the Association at the time of formation.

3.14 ASSESMENT STATEMENTS

Within twenty (20) days following written request from a Lot Owner, the Association or Developer shall provide a written statement as the existence and amount of any outstanding General or Special Assessment against the Lot.

4.01 MISCELLANEOUS: AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the Office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the Owners of at least 67% of all Lots in the Subdivision, with all signatures duly notarized, except that;

(i) so long as the Developer owns any of the lands described or shown on Exhibit B, no amendment shall be valid without the prior written approval of the Developer; and

(ii) no potion of Article 3 or 4 may be amended at any time without the prior written consent of the Developer or its members.

Any amendment shall become effective only upon recording. Notwithstanding the foregoing, the Developer shall have the right at any time, and from time to time, regardless of whether Developer then holds title to any Lot, to amend this Declaration to cause all or a part of the lands described or shown on Exhibit B to become subject to this Declaration, and upon the recording of said amendment any residential lots described therein shall become a part of the Lots for all purposes under this Declaration, including without limitation, the

calculation of proportionate responsibility for assessments under Section 1.10, the Developers right to appoint members of the Board under Section 3.05(a) and the calculation of the number of Lots necessary to amend this Declaration. Prior to said amendment, and subject to applicable ordinances, Developer shall have the right at any time in his sole and absolute discretion, without notice, to alter the number, size or location of lots, the layout or design of streets, utilities, alterations or additions to the Common Areas or Common Facilities or other improvements, and any other aspect of the design or development of any lands not then subject to this Declaration. The layout of additions to the Subdivision described on Exhibit B is provided for illustrative purposes only.

4.02 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant, convey or establish easements to the Town, Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, 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 platted or to be platted in the Subdivision (including lands described in Exhibit B)to persons other than a Successor/Developer.

4.03 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.04 COVENANTS RUN WITH LAND

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.05 TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of 20 years

(from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for successive periods of (10) years each.

4.06 DISCLAIMER

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration.

4.07 ENFORCEMENT

(a) The Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Developer, except that the Association shall assume such exclusive responsibility at such time as the Developer, its successors or assigns, no longer owns a Lot in the Subdivision. Notwithstanding the foregoing, any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.05(e), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Developer or Association, as the case may be, fails to take such appropriate action within 60 days following a written request by such Lot Owner to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Developer or the Association in the enforcement thereof. Neither the Association or the Developer shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Developer to take any action requested by such Lot Owner against any other Lot Owner.

(b) The Developer shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Lot for any costs and expenses incurred by the Developer in the enforcement of the provisions of this Declaration with respect to such Lot, and the cost of consultants and actual attorneys' fees, and whether or not litigation is commenced with respect thereto. Any assessments not paid when due shall bear interest at 12% per annum (the "Default Rate") until paid in full, and such unpaid assessment,

together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot Owner.

(c) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Developer to exercise any such right or remedy for any violation (including, without limitation, violations of Section 2.05(b)) shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.05(e)) unless a written waiver is obtained from the Developer.

(d) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

4.08 NO LIABILITY

All decisions of the Developer or the Board on any matter (including, without limitation, decisions under Section 2.05) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

4.09 RULE AND REGULATIONS

The Developer, and thereafter the Association, shall have the right at any time and from time to time, to adopt or amend Rules and Regulations in respect to the use of the Common Areas and administration of the rights and obligations under this Declaration, provided that the same shall not be contrary to any express terms hereof (the "Rules and Regulations"). Said Rules and Regulations, or amendments thereto, shall be effective upon transmittal in writing by regular mail to all Lot Owners.

4.10 INTERPRETATION

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declaration or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

4.11 PARADE OF HOMES

Developer discloses that Developer may arrange for the Subdivision or any phase thereof to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of Lots improved by buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow downs and large crowds, and may continue for a period of several weeks. By acceptance of a deed or other conveyance to a Lot, an Owner is deemed to acknowledge the possibility of such event and is deemed to have waived any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include the Subdivision in any such event, and may base its decision of whether or not to do so on Developer's individual needs.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above.

TWIN CREEKS ASSOCIATES, LLC

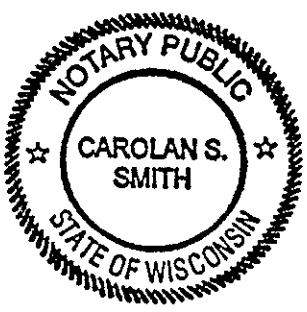
By: _____
Kevin S. Dittmar, manager

STATE OF WISCONSIN)

) SS

COUNTY OF WAUKESHA)

Personally came before me this 2nd day of October, 2002, the above named Kevin S. Dittmar, as the manager of Twin Creeks Associates, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacities.



_____
Carolan S. Smith
Notary Public, State of Wisconsin
My Commission: 10/27/02

This instrument was drafted by:

Kevin S. Dittmar
c/o Dittmar Realty, Inc.
P.O. Box 1297Menomonee Falls, WI 53051-1297

National Survey & Engineering

16745 West Bluemound Road, Suite 200
Brookfield, Wisconsin 53005-5938
Phone 262-781-1000
Fax 262-781-8466 engineering
Fax 262-797-7373 surveying
Website www.nsae.com

SITEBALANCE

EXHIBIT A

(TWIN CREEK - PHASE I)

PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89°44'17" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION AND THE CENTERLINE OF SHERMAN ROAD 945.10 FEET TO A POINT ON THE CENTERLINE OF JACKSON DRIVE, EXTENDED; THENCE SOUTH 45°15'44" WEST ALONG SAID CENTERLINE 332.17 FEET TO A POINT; THENCE SOUTH 23°04'17" EAST 700.54 FEET TO A POINT; THENCE SOUTH 79°11'17" EAST 359.53 FEET TO A POINT; THENCE NORTH 01°10'01" WEST 45.62 FEET TO A POINT; THENCE NORTH 88°52'08" EAST 658.04 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 01°07'51" EAST ALONG SAID EAST LINE 508.44 FEET TO A POINT; THENCE SOUTH 88°19'10" WEST 205.16 FEET TO A POINT; THENCE SOUTHEASTERLY 68.07 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 717.00 FEET AND WHOSE CHORD BEARS SOUTH 4°24'01.5 EAST 68.05 FEET TO A POINT; THENCE SOUTH 83°36'29" WEST 66.00 FEET TO A POINT; THENCE SOUTH 82°56'28" WEST 163.43 FEET TO A POINT; THENCE SOUTH 74°05'18" WEST 102.19 FEET TO A POINT; THENCE NORTH 88°55'03" WEST 78.73 FEET TO A POINT; THENCE NORTH 88°55'03" WEST 254.04 FEET TO A POINT; THENCE SOUTH 84°37'07" WEST 447.11 FEET TO A POINT; THENCE SOUTH 89°50'12" WEST 74.58 FEET TO A POINT; THENCE NORTH 33°01'35" WEST 95.12 FEET TO A POINT; THENCE NORTHEASTERLY 401.81 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 533.00 FEET, AND WHOSE CHORD BEARS NORTH 35°22'37" EAST 392.36 FEET TO A POINT; THENCE NORTH 76°13'11" WEST 66.00 FEET TO A POINT; THENCE NORTHEASTERLY 32.10 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 467.00 FEET, AND WHOSE CHORD BEARS NORTH 11°48'39.5" EAST 32.10 FEET TO A POINT; THENCE NORTH 80°09'30" WEST 291.38 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2241; THENCE NORTH 01°14'18" WEST ALONG SAID EAST LINE 183.19 FEET TO A POINT ON A NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 44°44'16" WEST ALONG SAID NORTHERLY LINE 278.83 FEET TO A POINT ON THE CENTERLINE OF JACKSON DRIVE; THENCE SOUTH 45°15'44" WEST ALONG SAID CENTERLINE 197.00 FEET TO A POINT; THENCE SOUTHWESTERLY 255.65 FEET ALONG THE SAID CENTERLINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 315.00 FEET AND WHOSE CHORD BEARS SOUTH 22°00'43" WEST 248.69 FEET TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH 01°14'18" WEST ALONG SAID WEST LINE 1056.63 FEET TO THE POINT OF BEGINNING. CONTAINING 1,535,371 SQUARE FEET (OR 35.2473 ACRES) OF LAND.

PREPARED BY: JOHN P. CASUCCI, RLS
DATE: OCTOBER 1, 2002
SURVEY NO.: 160011

W\5160011\PHASE I EXH LEGAL

National Survey & Engineering

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Phone 262-781-1000
Fax 262-781-8466 engineering
Fax 262-797-7373 surveying
Website www.nsae.com

SITEBALANCE

EXHIBIT B

TWIN CREEK – ENTIRE SITE

PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89°44'17" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION AND THE CENTERLINE OF SHERMAN ROAD 945.10 FEET TO A POINT ON THE CENTERLINE OF JACKSON DRIVE, EXTENDED; THENCE SOUTH 45°15'44" WEST ALONG SAID CENTERLINE 332.17 FEET TO A POINT; THENCE SOUTH 23°04'17" EAST 700.54 FEET TO A POINT; THENCE SOUTH 79°11'17" EAST 359.53 FEET TO A POINT; THENCE NORTH 01°10'01" WEST 944.24 FEET TO A POINT ON THE CENTERLINE OF SHERMAN ROAD AND THE NORTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 89°44'17" EAST ALONG SAID CENTERLINE AND SAID NORTH LINE 658.80 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 01°07'51" EAST ALONG SAID EAST LINE 1318.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89°52'43" EAST ALONG SAID NORTH LINE 657.94 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 01°05'42" EAST ALONG SAID EAST LINE 1317.27 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 89°58'50" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 2628.30 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 01°14'18" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 1275.00 FEET TO A POINT; THENCE NORTH 88°45'42" EAST 231.30 FEET TO A POINT; THENCE NORTH 43°45'42" EAST 285.25 FEET TO A POINT; THENCE NORTH 01°14'18" WEST 276.13 FEET TO A POINT; THENCE NORTH 44°44'16" WEST 278.83 FEET TO A POINT ON THE CENTERLINE OF JACKSON DRIVE; THENCE SOUTH 45°15'44" WEST ALONG SAID CENTERLINE 197.00 FEET TO A POINT; THENCE SOUTHWESTERLY 255.65 FEET ALONG THE SAID CENTERLINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 315.00 FEET AND WHOSE CHORD BEARS SOUTH 22°00'43" WEST 248.69 FEET TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE NORTH 01°14'18" WEST ALONG SAID WEST LINE 1056.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT LAND USED FOR PUBLIC STREET PURPOSES (JACKSON DRIVE & SHERMAN ROAD).

SAID PARCEL CONTAINS 5,418,807 SQUARE FEET OR 124.399 ACRES.

PREPARED BY: JOHN P. CASUCCI, RLS
DATE: OCTOBER 2, 2002
SURVEY NO.: 160011

W\5160011\EXH LEGAL–ENTIRE SITE