

Plan
Dept

FIRST SUPPLEMENTAL AMENDED AND RESTATED
DEED RESTRICTIONS
FOR
PLUM CREEK SUBDIVISION

WHEREAS, PLUM CREEK, INC., PLUM CREEK ADDN. #1, and PLUM CREEK EAST
duly organized and existing under and by the virtue of the laws of the State of Wisconsin,
executed a Declaration of Restrictions for PLUM CREEK SUBDIVISION on 3/3/94,
which was recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin,
on _____;

WHEREAS, the following parcel of real estate, PLUM CREEK, was subject to the
Declaration:

(Exhibit "I")

WHEREAS, PLUM CREEK is the owner of additional real estate, known as PLUM CREEK
ADDN. #1, to be added to the Declaration. Said real estate is legally described as:

(Exhibit "II")

WHEREAS, PLUM CREEK EAST, INC., duly organized and existing under and by virtue
of the laws of the State of Wisconsin is the Owner of real estate, KNOWN AS PLUM
CREEK EAST, and legally described as:

(Exhibit "III")

WHEREAS, PLUM CREEK, INC. and PLUM CREEK EAST, INC. (hereinafter referred
to as "Developer") desire to add PLUM CREEK ADDN. #1 and PLUM CREEK EAST to
the Declaration by executing this document (First Supplemental Amended and Restated
Deed Restrictions).

NOW, THEREFORE, Developer, intending to establish a general plan for the use,
occupancy, and enjoyment of PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM

CREEK EAST does hereby declare that, for the mutual benefit of present and future owners, **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** shall be subject to the following restrictions:

A. BUILDING RESTRICTIONS

1. All single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** are restricted to the erection of one story, story and one-half, two story or split level one family residence building and minimum of a 2 car attached garage. All single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** shall be subject to the minimum living square footage provided for in provisions 2 through 6 below:

2. A one story home shall have a minimum of 1,600 square feet on the first floor.

3. A story and one-half home shall have the minimum of 1,100 square feet on the first floor with a total of not less than 1,900 square feet.

4. A two-story home shall have a minimum of 1,100 square feet on the first floor with a total of not less than 1,900 square feet.

5. A split level home shall have a minimum of 1,300 square feet on the upper two levels with a total of not less than 1,600 square feet.

6. The garage must be attached to the home directly or by breezeway, or built in the basement of the single-family home and must be constructed with the home. The maximum size of a garage shall be 900 square feet.

7. The dwelling unit or units and attached garage or garages must be completed within one year from the start of construction on all lots in **PLUM CREEK, PLUM CREEK ADDN. #1** or **PLUM CREEK EAST**.

8. The minimum setback from any abutting street right-of-way is 35 ft. Side yard offsets shall be a minimum of 10 feet. Rear yard setbacks shall be 20 feet. These requirements shall affect all lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST**.

9. There shall be no outside storage of boats, trailers, campers, or other vehicles or items deemed to be unsightly by the Developer in **PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM CREEK EAST.**

10. There shall be no above ground swimming pools in **PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM CREEK EAST.**

11. All driveways shall be paved within one year of occupancy of any dwelling in **PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM CREEK EAST.**

12. All building plans and the exterior design of each dwelling unit to be constructed in **PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM CREEK EAST** must be approved by the respective Developers in writing prior to application for a building permit. In addition, basic site features such as fences, garden structures, satellite dishes, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect within **PLUM CREEK, PLUM CREEK ADDN. #1 and PLUM CREEK EAST** are subject to the prior written approval of the respective Developers.

13. There shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot owner in a proper operating manner. If the lamppost is not maintained, maintenance shall be performed by the **PLUM CREEK HOME OWNER'S ASSOCIATION**, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot owner, payable within ten (10) days after the date of assessment.

14. **Duplex Lots in PLUM CREEK EAST:**

a. Minimum living square footage shall be 1200 square feet per unit. A two-car attached garage shall be required for each unit.

15. **Eight-Family Lots in PLUM CREEK EAST:**

a. Minimum living square footage shall comply with municipal requirements. A one-car attached garage shall be required for each unit. The architecture of each eight-family building shall be substantially similar and shall be approved by both the Developer of **PLUM CREEK EAST** and the City of Muskego.

16. Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the **SUBDIVIDER** and the office of the City Building Inspector unless a change is approved by the City Engineer. The **SUBDIVIDER** and/or the agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition and the Property Owner is responsible for cost of the same.

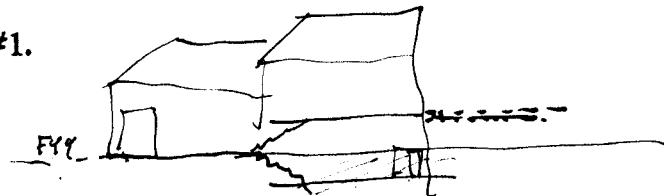
B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the owners of lands in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** (herein referred to individually as "Owner" and collectively as "Owner" and collectively as "Owners"), is hereby created for purpose of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The owners of Lots 1 through 52 in **PLUM CREEK** and Lot 1 to 4 of Certified Survey Map No. 6828 and the Owners of Lots 53 through 113 in **PLUM CREEK ADDN. #1** and the owner of Outlot #5 in **PLUM CREEK ADDN. #1** and the owners of Lots 1 through 40 in **PLUM CREEK EAST** which shall each have a 1/158th interest in common areas as provided in Section "C" below. In the event the County of Waukesha becomes an owner of any lot through tax delinquency process, the county shall not be liable for any homeowner's fees nor any special assessment against said lots. The Association shall be known as "**PLUM CREEK HOMEOWNERS ASSOCIATION**".

2. The term "Common Area" shall include the following areas which are generally identified on the attached Exhibit "A". Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the appropriate public authorities.

(a) All landscaped boulevards and entrances contained within the dedicated streets in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST**.

(b) Pedestrian easement between Lots 13 and 14 **PLUM CREEK** and Lots 87 and 88 **PLUM CREEK ADDN. #1**.



(c) Outlot 1, 2, 3 and 4 in **PLUM CREEK ADDN. #1** and Outlot 2 and 3 in **PLUM CREEK EAST**.

(d) 20' Public Bike Path between **PLUM CREEK ADDN. #1** and **PLUM CREEK EAST**.

3. The Association shall be governed by three-member Committee here-in-after referred to as the "Committee", which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Robert A. Patch, William W. Carity and Michael M. Krill.

4. To qualify as a member of the Committee, a person must be either an owner or a duly designated officer or representative of an Owner.

5. So long as fifty percent (50%) or more of the single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** are owned by Developer, all three (3) members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty (50%) of the single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** are owned by Developer, two (2) members of the Committee shall be appointed by Developer and one (1) member shall be elected as provided herein. So long as five percent (5%) or more, but less than twenty percent (20%) of the single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** AND **PLUM CREEK EAST** are owned by Developer, two (2) members shall be elected as provided herein.

If less than five percent (5%) of the single family lots in **PLUM CREEK, PLUM CREEK ADDN. #1** and **PLUM CREEK EAST** are owned by Developer, all of the members of the Committee shall be elected as provided therein.

6. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of all single family, duplex or eight-family lots shall have one (1) vote for each lot owned.

7. The Term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1994. Thereafter, the term of office of members of the Committee shall be for one (1) calendar year. If any member of the Committee shall die, resign, be unable to act or cease to be qualified, then there shall

be a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph B 5, above).

8. All meetings of the Committee shall be opened to Owners and held upon not less than three (3) days prior of written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

(a) Provide for the maintenance of improvements, including without limitation, removal of silt build-up or algae in the ponds in the Common Area.

(b) Establish dates and procedures for the elections of members of the Committee.

(c) Promulgate operating procedures for the conduct of the Association and Committee's affairs.

(d) Enforcement of the provisions of this Section B.

10. The Committee shall have the following powers:

(a) Cause the Common Area to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

(b) Enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder.

(c) Levy and collect assessments in accordance with the provisions of Paragraph 11, below.

11. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Such annual assessment shall be a prorata share one (1) share per lot of the costs incurred or anticipated to be incurred by the Association in performing its duties. Said costs shall include, but not be limited to payment of taxes, insurance, repair, removal of silt build-up in ponds, replacement and additions to the improvements made to the Common

Area, the cost of labor, equipment, materials, management and supervision thereof, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.

(b) Assessments must be approved at a duly convened meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed and interest thereon shall also be the personal obligation of the Owner of the real estate against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by an Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

12. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgement or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expense, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

13. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

14. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charges to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurring a charge equal to such Owner's pro rate share (the same as such Owner's share of annual assessments as provided in sub-paragraph B 11 (a)above) of such costs.

C. AMENDMENT PROVISIONS

Any of the provisions of this Declaration maybe annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City, and (ii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

D. DURATION OF RESTRICTIONS

These restrictions shall be in force perpetually and shall be deemed to run with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and, to the extent permitted by Paragraph B 14, above, the City.

IN WITNESS WHEREOF,

The undersigned, being a duly authorized officer of PLUM CREEK, INC. has executed this Declaration of Restrictions this 3rd day of March, 1994

PLUM CREEK INC.

By: [Signature]
Robert A. Patch, President

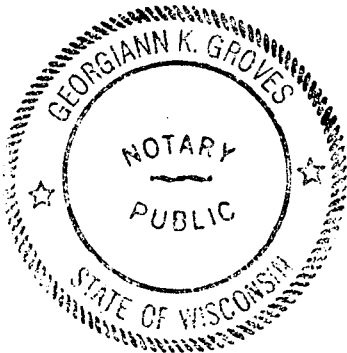
The undersigned, being a duly authorized officer of PLUM CREEK EAST, INC. has executed this Declaration of Restrictions this 3rd day of March, 1994

PLUM CREEK EAST, INC.

By: [Signature]
William W. Carity, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

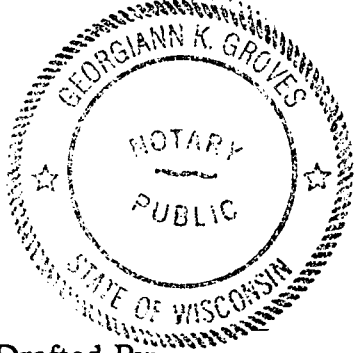
Personally came before me this 3rd day of March, 1994 the above-named ROBERT A. PATCH, and WILLIAM W. CARITY to me known to be the persons who executed the foregoing instrument and acknowledge the same.



[Signature]
Notary Public, Milwaukee County, WI
My Commission expires : 2-26-95

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of March 1994 the above-named ROBERT A. PATCH, and WILLIAM W. CARITY to me known to be the persons who executed the foregoing instrument and acknowledge the same.

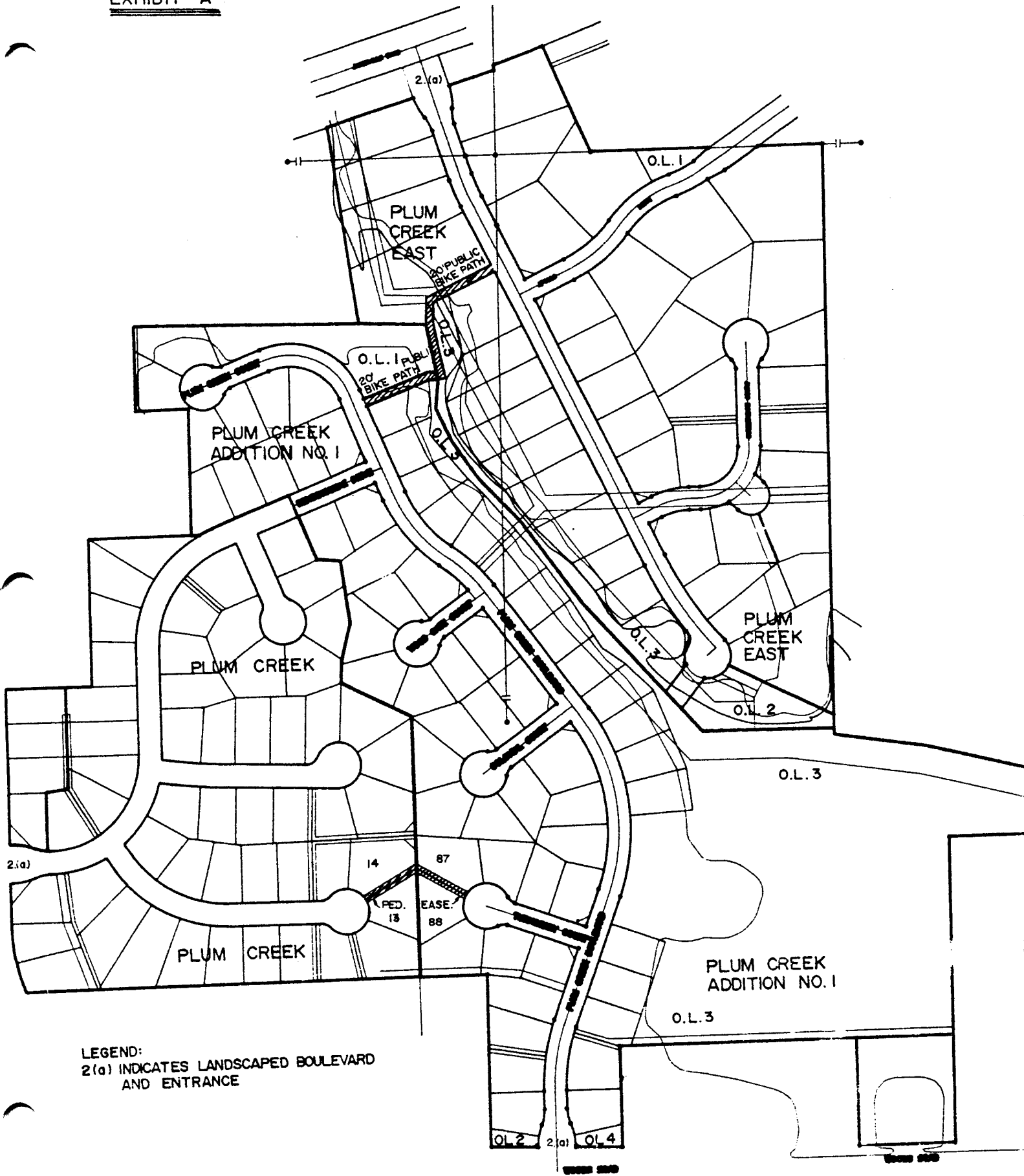


Georgiann K. Groves
Notary Public, Milwaukee County, WI
My Commission expires : 2-26-95

Drafted By:

William W. Carity
c/o Carity Land Corporation
13005 West Bluemound Road
Suite 210
Brookfield, WI 53005

EXHIBIT "A"



LEGEND:
2(a) INDICATES LANDSCAPED BOULEVARD
AND ENTRANCE

EXHIBIT "I"

SURVEYOR'S CERTIFICATE:

I, Michael W. Buechl, a registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided, and mapped PLUM CREEK, being a subdivision of part of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southwest Quarter (SW 1/4); thence South 88°18'06" West along the south line of said Southwest Quarter (SW 1/4) 1342.185 feet to the west line of the East 1/2 of said Southwest Quarter; thence North 01°04'07" West along the said west line 518.523 feet to the extension of the north line of Certified Survey Map No. 1478 as recorded as document no. 800573 in volume 10, pages 62 and 63 of CSM's, Waukesha County Registry on October 25, 1971; thence North 88°17'14" East along said extension 31.431 feet to the center line of Woods Road and the beginning of a curve of radius 488.130 feet, center of which lies to the northeast and to the place of beginning of the lands herein to be described; thence northwesterly along said center line and arc of said curve 176.120 feet, the chord of said arc bearing North 11°24'17.5" West 175.166 feet to the west line of the East 1/2 of said Southwest Quarter (SW 1/4); thence North 01°04'07" West along the said west line 213.661 feet to the north right-of-way line of proposed Plum Creek Road and the south line extended of Certified Survey Map No. 6828 as recorded as document no. 1756192 in volume 57, pages 150 - 154 of CSM's, Waukesha County Registry on August 6, 1992; thence North 88°52'14" East along said north right-of-way line and south line of said CSM 40.000 feet to the southwest corner of Lot 4 of said CSM and east right-of-way line of Woods Road; thence continuing North 88°52'14" East along the said north right-of-way line and said south line of Lot 4 8.535 feet to the beginning of a curve of radius 150.000 feet, the center of which lies to the south; thence southeasterly along the said north right-of-way line and along the arc of said curve 60.408 feet, the chord of said arc bearing South 79°35'33" East 60.000 feet to the beginning of a reverse curve of radius 100.000 feet, center of which lies to the north; thence southeasterly along the said north right-of-way line and along the arc of said curve 33.894 feet, the chord of said arc bearing South 77°45'55.5" East 33.732 feet to the southeast corner of said Lot 4; thence North 01°07'46" West along the east line of said Lot 4 152.567 feet to the northeast corner of said Lot 4; thence North 81°43'09" East along the south line of Lot 3 56.447 feet to the southeast corner of Lot 3; thence North 01°04'07" West along the east line of Lots 1-3 of said CSM 264.414 feet to the south line of Certified Survey Map No. 6757 as recorded as document no. 1732163 in volume 56, pages 249 - 251 of CSM's, Waukesha County Registry on May 14, 1992; thence North 88°55'53" East along the south line of said CSM 69.160 feet to the southeast corner of said CSM; thence North 01°04'07" West along the east line of said CSM 382.914 feet to the northeast corner of said CSM; thence North 88°18'16" East 292.979 feet to the north right-of-way line of proposed Plum Creek Road and the beginning of a curve of radius 330.000 feet, center of which lies to the south; thence northeasterly along the said north right-of-way line and along the arc of said curve 37.542 feet, the chord of said arc bearing North 63°36'41.5" East 37.522 feet; thence North 66°52'14" East along the said north right-of-way line 217.280 feet; thence South 23°07'46" East 182.491 feet; thence South 86°10'05" East 61.736 feet; thence South 09°24'52" East 162.630 feet; thence South 13°51'54" West 99.433 feet; thence South 02°15'47" West 59.509 feet; thence South 63°27'11" East 201.551 feet; thence South 01°35'49" East 677.956 feet to the north line of Certified Survey Map No. 1040 as recorded as document no. 739744 in volume 7, pages 41 and 42 of CSM's, Waukesha County Registry on June 2, 1992; thence South 88°17'14" West along the north line of Parcel A and B of said CSM and along the north line of said CSM No. 1478 and its extension 1071.465 feet to the place of beginning. Containing a gross area as measured to the center line of Woods Road and the west line of the East 1/2 of 1,043,240 square feet (23.949 acres) of land and a net area of 1,027,643 square feet (23.591 acres) of land.

DEDICATING the west 40 feet of the aforescribed lands of which 33 feet has previously been dedicated for right-of-way purposes of Woods Road.

VISION CORNER EASEMENT:

Beginning at the northwest corner of LOT 2; thence North 88°52'14" East along the south right-of-way line of proposed Plum Creek Road 8.641 feet to the beginning of a curve of radius 150.000 feet, center of which lies to the north; thence northeasterly along the said south right-of-way line and along the arc of said curve 18.866 feet, the chord of said arc bearing North 85°16'02" East 18.854 feet; thence South 32°36'10" West 49.522 feet to the east right-of-way line of Woods Road; thence North 01°04'07" West to the place of beginning.

I further certify that I have made such survey, land division and plat by the direction of the owner of said land; that such plat is a correct representation of the exterior boundaries of the land surveyed and subdivision thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Muskego in surveying, dividing, mapping and dedicating the same.

MICHAEL W. BUECHL - Wis Reg. No. S-1106
DATED THIS 2nd DAY OF OCTOBER, 1992

EXHIBIT " III "

SURVEYOR'S CERTIFICATE:

I, Michael J. McGuire, a registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided, and mapped PLUM CREEK EAST, being a subdivision of part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter (1/4) corner of said Section 17, thence South 88°19'54" West along the East 1/4 Line of said Section 17, and along the south line and its extension of Certified Survey Map No. 3246 as recorded as document no. 1039680 in volume 24, pages 223 - 225 of CSM's, Waukesha County Registry on March 22, 1978, 1853.766 feet (recorded as North 89°37'55" East) to the place of beginning of the lands herein to be described: thence South 00°58'31" East and along the west line and its extension of Certified Survey Map No. 7063 as recorded as document no. 1839350 in volume 59, pages 253 - 255 of CSM's, Waukesha County Registry on May 20, 1993, 1501.941 feet (recorded as North 00°58'30" West) to the meander line of an unnamed tributary to the Muskego Canal; thence South 89°01'29" West along the said meander line 315.000 feet; thence North 44°22'02" West along said meander line 450.000 feet; thence North 39°29'05" West along said meander line 430.000 feet; thence North 34°42'18" West along said meander line 120.000 feet; thence North 20°48'31" West along said meander line 99.260 feet; thence North 05°18'35" East along said meander line 54.490 feet; thence North 12°50'51" West along said meander line 165.883 feet; thence North 89°04'02" West along said meander line 189.299 feet to the east line of Certified Survey Map No. 269 as recorded as document no. 632552 in volume 2, pages 65 and 66 of CSM's, Waukesha County Registry on April 8, 1965; thence North 09°18'07" West along the east line of said CSM 497.857 feet (recorded as North 07°40' West) to the south right-of-way line of Wisconsin Electric Power Company; thence North 71°11'53" East along the south line of said right-of-way 455.085 feet to the North 1/4 Line of said Section 17; thence North 00°57'29" West along the said North 1/4 Line and along the south line of said right-of-way 13.572 feet to the beginning of a curve of radius 5767.150 feet, center of which lies to the north; thence northeasterly along the said south right-of-way and along the arc of said curve 135.140 feet, the chord of said arc bearing North 68°35'50.5" East 135.137 feet to the northwest corner of Certified Survey Map No. 3279 as recorded as document no. 1046810 in volume 24, pages 320 - 322 of CSM's, Waukesha County Registry on May 11, 1978; thence South 24°17'06" East along the west line of said CSM 302.120 feet (recorded as North 22°59'05" West) to the south line of said CSM; thence North 88°19'54" East along the south line of said CSM No. 3279 and along the south line of said CSM No. 3246 602.258 feet (recorded as North 89°37'55" East) to the place of beginning.

Containing 1,444,476 square feet or 33.16061 Acres of land as measured to the meander line.

Containing 1,481,753 square feet or 34.01638 Acres of land more or less as measured to the approximate centerline of the unnamed tributary to the Muskego Canal.

I further certify that I have made such survey, land division and plat by the direction of the owner of said land; that such plat is a correct representation of the exterior boundaries of the land surveyed and subdivision thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Muskego in surveying, dividing, mapping and dedicating the same.



MICHAEL J. MCGUIRE - Wis Reg No. S - 2173
DATED THIS 4TH DAY OF JANUARY, 1994

EXHIBIT "II"

SURVEYOR'S CERTIFICATE:

I, Michael J. McGuire, a registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided, and mapped PLUM CREEK ADDITION NO. 1, being a subdivision of part of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 5 North, Range 20 East in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the South Quarter (1/4) corner of said Section 17, thence South 87°07'25" West along the south line of the Southwest Quarter (SW 1/4) of said Section 17, 64,990 feet; thence North 00°57'49" West 69.174 feet to the north line of Woods Road as recorded as document no. 1165922 in reel 465, image 779, Waukesha County Registry, on August 28, 1981 and to the place of beginning of the lands herein to be described: thence continuing North 00°57'49" West 449.682 feet; thence South 88°17'14" West 175.253 feet to the northeast corner of Parcel B of Certified Survey Map No. 1040 as recorded as document no. 739744 in volume 7, pages 41 and 42 of CSM's, Waukesha County Registry on June 2, 1992 and to the southeast corner of platted PLUM CREEK, being a subdivision in part of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 17 as recorded as document no. 1802084 in volume 46, pages 256 and 257 on January 11, 1993; thence North 01°35'49" West along the east line of said subdivision 677.956 feet; thence North 63°27'11" West along the east line of said subdivision 201.551 feet; thence North 02°15'47" East along the east line of said subdivision 59.509 feet; thence North 13°51'54" East along the east line of said subdivision 99.433 feet; thence North 09°24'52" West along the east line of said subdivision 162.630 feet; thence North 86°10'05" West along the east line of said subdivision 61.736 feet; thence North 23°07'46" West along the east line of said subdivision 182.491 feet to the north line of said subdivision and the north right-of-way line of Bendingbrae Drive; thence South 66°52'14" West along the north line of said subdivision and the said north right-of-way line 217.280 feet to the beginning of a curve of radius 330.000 feet, center of which lies to the south; thence southwesterly along the north line of said subdivision and said north right-of-way line and along the arc of said curve 37.542 feet, the chord of said arc bearing South 63°36'41.5" West 37.522 feet; thence South 88°18'06" West along the north line of said subdivision 21.307 feet; thence North 01°05'08" West 328.049 feet; thence South 87°57'38" West 135.538 feet; thence North 01°04'07" West 199.316 feet to the meander line of an unnamed tributary to the Muskego Canal; thence North 89°41'53" East along said meander line 588.497 feet; thence South 89°04'02" East along said meander line 151.792 feet; thence South 11°39'44" East along said meander line 126.309 feet to the northeast corner of Lot 113; thence South 04°41'40" East along the east line of Lot 113 and said meander line 94.868 feet; to the northeast corner of Lot 112; thence South 10°01'52" West along the east line of Lot 112 and said meander line 44.313 feet; thence South 40°48'34" East along the east line of Lot 112 and 111 and the said meander line 154.888 feet to the northeast corner of Lot 110; thence South 44°30'41" East along the east line of Lot 110 and said meander line 60.054 feet to the northeast corner of Lot 109; thence South 40°47'10" East along the east line of Lot 109 and said meander line 120.862 feet to the northeast corner of Lot 108; thence South 39°17'54" East along the east line of Lot 108 and said meander line 125.582 feet to the northeast corner of Lot 107; thence South 37°07'46" East along the east line of Lot 107 and said meander line 105.000 feet to the northeast corner of Lot 108; thence South 31°56'06" East along the east line of Lots 106 and 105 and said meander line 150.454 feet; thence South 55°44'09" East along the east line of Lot 105 and said meander line 74.034 feet to the northeast corner of Lot 104; thence South 46°40'59" East along the east line of Lot 104 and said meander line 101.882 feet to the northeast corner of Lot 103; thence South 42°48'13" East along said meander line 175.143 feet; thence North 89°01'29" East along said meander line 229.890 feet; thence South 82°39'22" East along said meander line 355.415 feet; thence South 77°24'18" East along said meander line 277.605 feet; thence South 00°58'31" East 152.216 feet; thence South 88°35'07" West 209.100 feet; thence South 00°58'31" East 798.581 feet to the north right-of-way line of Woods Road as recorded as document no. 1165921 in reel 465, image 778, Waukesha County Registry on August 28, 1981; thence South 88°35'07" West along the said north right-of-way line 250.942 feet; thence North 01°24'53" West 280.401 feet; thence South 88°35'07" West 615.000 feet; thence South 01°24'53" East 262.960 feet to the north right-of-way line of Woods Road as recorded in said document no. 1165922; thence North 89°30'00" West along the said north right-of-way line 341.525 feet (recorded as 345 more or less) to the place of beginning.

Containing 1,969,449 square feet or 45.21233 Acres of land as measured to the meander line.
Containing 2,033,894 square feet or 46.89179 Acres of land more or less as measured to the approximate centerline of the unnamed tributary to the Muskego Canal.

I further certify that I have made such survey, land division and plat by the direction of the owner of said land; that such plat is a correct representation of the exterior boundaries of the land surveyed and subdivision thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Muskego in surveying, dividing, mapping and dedicating the same.