

DOCUMENT NO.

Prairie Creek Ridge Addition No. 8 & 9
City of Oconomowoc
Declaration of Restrictions and Covenants
DOCUMENT TITLE

**LEGAL DESCRIPTION OF PRAIRIE CREEK RIDGE
ADDITION No. 8 SUBDIVISION**

Lots 333 through 386 In Prairie Creek Ridge Addition No. 8 and Outlots 25 through 28, Being a part of Lot 1 of Certified Survey Map No. 9964 and additional lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 all in Section 22, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin

**LEGAL DESCRIPTION OF PRAIRIE CREEK RIDGE
ADDITION No. 9 SUBDIVISION**

Lots 387 through 432 In Prairie Creek Ridge Addition No. 9 and Outlots 29 through 30 Being a part of Lot 1 of Certified Survey Map No. 9964 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 in Section 22, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin

4801568

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 16, 2025 10:46 AM
James R Behrend
Register of Deeds

15 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



THIS SPACE FOR RECORDING DATA

RETURN TO: **Prairie Creek Ridge, LLC**
11600 W. Lincoln Avenue
West Allis, WI 53227

PARCEL IDENTIFICATION NUMBER

Prairie Creek Ridge Addition No. 8 & 9
City of Oconomowoc, Waukesha County, Wisconsin
January 9, 2025

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, PRAIRIE CREEK RIDGE, LLC with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Prairie Creek Ridge Addition No. 8 & 9, City of Oconomowoc, Waukesha County, Wisconsin.

WHEREAS, PRAIRIE CREEK RIDGE, LLC intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high-quality improvement of this property in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;
- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that during initial dwelling construction, the Subdivision public streets and walks remain free of debris and refuse.

ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all ordinances, zoning laws, building codes and other regulations of the City of Oconomowoc, Waukesha County and the State of Wisconsin as applicable. The provisions of the PRAIRIE CREEK RIDGE, LLC Developer's Agreement, PRAIRIE CREEK RIDGE, LLC shall also apply. The Declaration of Restrictions and Covenants for PRAIRIE CREEK RIDGE ADDITION No. 8 & 9 do not fully encompass all local zoning codes and restrictions. Lot Owners shall conform to all City zoning ordinances concerning Lot improvements and usage.

2. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot shall only be used for construction of a single-family residence with approved [PRAIRIE CREEK RIDGE, LLC Architectural Control Committee (ACC), see section 6)] accessory buildings/structures, such as attached garages, swimming pools and similar improvements. Such accessory buildings/structures must also meet City of Oconomowoc code requirements. Swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the City of Oconomowoc wiring codes.
- No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as per 3(c) following.
- Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Oconomowoc. Deviations from the grading plan must be approved by the ACC and City of Oconomowoc Engineer. The City of Oconomowoc Engineer will only approve deviations based on grading plans encompassing the general area, not just one Lot.
- Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to

rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

- b. **Attached Garage Required.** Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred fifty (450) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.
- c. **Detached Structures Permitted.** Detached buildings are permitted with the approval of the ACC and the City of Oconomowoc. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.
- d. **Fencing.** Fences are allowed in rear and side yards of home with approval of the ACC. Fences on side yard not to extend beyond the first wall of home. Fences to be no more than 5' in height. Shall be black aluminum fencing with wrought iron look. On a case by case basis ACC may approve other color than black but no obligation to do so. Approval may also be granted on privacy walls made of stone or other masonry at discretion of ACC. All fences must be approved and permitted by City of Oconomowoc.
- e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. **PRAIRIE CREEK RIDGE, LLC** may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other City of Oconomowoc requirements, until **PRAIRIE CREEK RIDGE, LLC** no longer owns any Lots in the subdivision.

Dwelling Design. Each dwelling shall be designed by a professional home designer or architect experienced in home design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches are to be a minimum of 8/12 pitch or greater unless architecturally not feasible. The roofs on all dwelling units must have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12). At their discretion, the Architectural Review Board may approve a front to rear roof pitch of less than 8/12 if the side to side pitch is 8/12 or greater on homes with a dual pitch roof or if the architectural style of home requires a roof pitch less than 8/12. All homes shall have attached garage with minimum of four hundred fifty (450) square feet. Garages and accessory buildings must conform in design to that of the dwelling.

- f. **Minimum Building Living Area.** The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

One Story Dwelling	1,700 square feet
One and One-Half Story Dwelling	2,400 square feet total with 1,000 square feet on the first floor
Two Story Dwelling	2,000 square feet total
Tri-Level Dwelling	2,400 square feet total

with 1,800 square feet on
the two main living floors

Note: Other City of Oconomowoc zoning restrictions may apply.

- g. Bathrooms.** Each dwelling shall contain a minimum of two (2) baths.
- h. Exterior Building Materials.** The exterior building materials of each home must consist of materials (brick, stone, wood), wood grain aluminum, or vinyl siding. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC. Front elevation shall have a minimum of fifteen percent (15%) stone or brick masonry.
- i. Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be twenty-five (25) feet. The minimum-side yard setback shall be ten (10) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the twenty (20) foot setback is required from each street. Each dwelling shall have a minimum rear yard of twenty (20) feet. Exceptions to setbacks will require approval from the City of Oconomowoc and the ACC.
- j. Utilities.** Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.
- k. Outside Storage/Antennae/Window Air Conditioners.**
- No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.
 - No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
 - No window air conditioning units of any type are permitted.
- l. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.
- m. Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City of Oconomowoc.

3. ANIMALS, LIVESTOCK, POULTRY. No animals such as livestock or poultry shall be raised, bred or kept outside on any Lot. No more than three (3) dogs/cats shall be kept inside or outside any dwelling unit per municipal code and not kept for any commercial purpose. Any outdoor animal kennels must be approved by the ACC as to location, size and design, and must meet City of Oconomowoc ordinance requirements.

4. OWNERS ASSOCIATION.

- a. **PRAIRIE CREEK RIDGE ADDITION No. 8 & 9** shall join the non-profit corporation known as the **PRAIRIE CREEK RIDGE OWNERS ASSOCIATION**, hereinafter referred to as the "Association".
- b. **Purpose.**
 - To own and maintain common owned lands including all drainage easements, together with any other amenity that may be provided by **PRAIRIE CREEK RIDGE, LLC** or the Association, and that may exist from time to time;
 - To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
 - To act as the ACC upon termination of **PRAIRIE CREEK RIDGE, LLC** involvement in the subdivision.
- c. **Membership.** Each Lot Owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association; regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.
- d. **Directors and Officers of the Association.** **PRAIRIE CREEK RIDGE, LLC** has already established the Board of Directors. Until the sale of the final Lot, the initial term of the Members of this Board will be at the discretion of **PRAIRIE CREEK RIDGE, LLC**, its successors or assigns. At the first annual meeting after the sale of the final **PRAIRIE CREEK RIDGE, LLC** owned Lot, the Association shall hold elections for the Board of Directors.
- e. **Annual and Special Meetings.** An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within sixty (60) days of the **PRAIRIE CREEK RIDGE, LLC** establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, or shall be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.
- f. **Operating Budget and General Annual Assessment.**
 - Commencing with calendar year 2025 and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each Lot Owner).

- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.
 - The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.
- g. Special Assessments.** A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.
- h. Delinquent Assessments.** If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.
- i. Certificates.** The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Association may impose a reasonable charge for each such certificate requested and issued.
- j. Duties and Authority.** The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

5. ARCHITECTURAL CONTROL COMMITTEE (ACC). PRAIRIE CREEK RIDGE, LLC will initially form an Architectural Control Committee consisting of three (3) persons appointed by PRAIRIE CREEK RIDGE, LLC hereinafter referred to as "ACC".

- a. **Procedures.** The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.
- b. **Responsibility and Purpose.** In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Oconomowoc Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.
- c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the City of Oconomowoc building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.
- d. **PRAIRIE CREEK RIDGE, LLC Control of ACC.** So long as PRAIRIE CREEK RIDGE, LLC, its successors or assigns, shall own any Lot in PRAIRIE CREEK RIDGE, the authority and functions of the ACC shall be vested in and exercised solely by PRAIRIE CREEK RIDGE, LLC acting through its Board of Directors or its successors or assigns acting through the Board of Directors. When PRAIRIE CREEK RIDGE, LLC, its successors or assigns has transferred ownership in all the Lots, the ACC shall then automatically transfer to the members of the Board of Directors elected under the provisions of Paragraph 5.d. above.
- e. **Landscaping and Grading Requirements.**
- **Landscaping and Erosion Control.** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner

is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: It is the responsibility of each Lot Owner to install grass on city right-of-way areas within the same timetable as the on-Lot lawn.

- **Uniform Mailbox Required.** In order to maintain continuity within the subdivision, mail/newspaper box and post must be purchased at Lot closing from Developer for a cost of \$500.00. The Developer or its assigned contractor shall install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the City of Oconomowoc. Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners.
- **No filling of stormwater facilities allowed.** As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot, outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the City of Oconomowoc.
- **Improvements may require permits.** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the City of Oconomowoc and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.
- **Street trees.** A fee of one thousand dollars (\$1,000) to be charged on closing statement for street tree(s). The City of Oconomowoc to determine placement, number and species of tree(s). The City of Oconomowoc will be in charge of planting said tree(s).

6. STREET MAINTENANCE AND EROSION CONTROL BOND.

- a. **Deposit.** Upon approval of dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with **PRAIRIE CREEK RIDGE, LLC** the sum of five hundred dollars (\$500.00) to guarantee sidewalks (if broken) and Lot Owner completion of finish landscape, driveway, and two (2) tree plantings within one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate his agents or contractors in this regard will cause **PRAIRIE CREEK RIDGE, LLC** to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by **PRAIRIE CREEK RIDGE, LLC**.
- b. **Excess Costs.** In the event **PRAIRIE CREEK RIDGE, LLC** is required to perform street cleaning operations in which the costs exceed the Lot Owner's deposited amount under this Section 6, **PRAIRIE CREEK RIDGE, LLC** will assess the respective Lot Owner for the additional amount due and failure of the Lot Owner to pay **PRAIRIE CREEK RIDGE, LLC** for any such additional charge within ten (10) days

of being billed, will give to **PRAIRIE CREEK RIDGE, LLC** the right to file and foreclose a mechanic's lien upon the Owner's Lot. **PRAIRIE CREEK RIDGE, LLC** charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with **PRAIRIE CREEK RIDGE, LLC** less any funds disbursed, shall be returned to the Lot Owner without any interest.

- c. **Use of Deposited Funds.** Each Lot Owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot Owner and deposited funds are not to be used to offset the costs created by acts of other Lot Owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot Owners having funds on deposit shall be charged equally.

7. SUBDIVISION UTILITY, DRAINAGE EASEMENTS. **PRAIRIE CREEK RIDGE, LLC** reserves to itself the right to record utility and drainage easements and to implement improvements in these easements as necessary to properly provide service to all Lots in Prairie Creek Ridge. These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable utilities to extend to future phases of development.

8. POSSIBLE FUTURE EASEMENTS. Seller reserves the right for a period of three (3) years after closing hereof to grant easements to WE Energies, City of Oconomowoc Utilities, AT&T and Charter Cable for utility purposes over, upon, under or across all Lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

9. STORMWATER MANAGEMENT. The Owners of Lots in **Prairie Creek Ridge Addition No. 8 & 9** and the Association shall collectively be responsible for maintenance of the stormwater management measures (the "Responsible Parties").

- The Responsible Parties shall maintain the stormwater management measures installed on all outlots in accordance with the approved stormwater design prepared by Pinnacle Engineering Group dated 5/19/14 and on file in the offices of the City.
- The City is authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that practices are being maintained and operated in accordance with the approved stormwater plan.
- The Responsible Parties, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

- Upon notification of the Responsible Parties by the City of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the City.
- The City is authorized to perform the corrective actions identified in the inspection report if the Responsible Parties do not make the required corrections in the specified time period. The costs and expenses shall be levied against the properties served as special charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as special assessments pursuant to 66.0701, Wisconsin Statutes. Special charges and special assessments, including delinquent amounts, shall be collected by the City as provided for in the statutory sections indicated above.
- The stormwater retention basins that have been constructed in **Prairie Creek Ridge Addition No. 8 & 9** are required by the City to assist in the removal of sediment from and detention of storm water. The stormwater retention basins are not intended to be used for swimming or recreational facilities. Any such use of the stormwater retention basins is strictly prohibited. Anyone entering or using the stormwater retention basins for prohibited use does so at their own risk. By acceptance of a deed or other conveyance of a Lot in **Prairie Creek Ridge Addition No. 8 & 9**, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Developer and the Association and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention basins. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless Developer, the Association and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands costs and expenses of every kind and nature (including attorney fees) including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention basins.

10. AMENDMENT.

- a. **PRAIRIE CREEK RIDGE, LLC Amendment Rights.** Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns, until such time as **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns, shall no longer own any Lot in the subdivision or additions. These rights are subordinate to the provisions of the Developer's Agreement with the City.
- b. **Homeowner Amendment Rights.** When **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns no longer retain interest in the property, the Owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as allowed in Section 9.a. above.

- c. **Effective Date.** The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Waukesha County Register of Deeds. (See attached)

11. GENERAL PROVISIONS.

- a. **Initial Term and Extensions.** The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.
- b. **Period For Protesting Violations.** Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.
- c. **Enforcement of Declaration: No Reversion of Title.**
- The Association or, until formation of the Association, 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 Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.
 - Each remedy set forth in this Declaration and/or in Rules and Regulations 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 Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.
 - Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

- d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.
- f. **ACC Approval.** Prior to any permit submittal to the City of Oconomowoc, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

This Declaration shall be binding upon and inure to the benefit of **PRAIRIE CREEK RIDGE, LLC**, its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

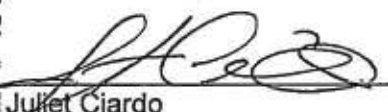
IN WITNESS WHEREOF, **PRAIRIE CREEK RIDGE, LLC** has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this 9th day of January, 2025

PRAIRIE CREEK RIDGE, LLC


Michael J. Kaerek, Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 9th day of January, 2025, Michael J. Kaerek, Member of **PRAIRIE CREEK RIDGE, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **PRAIRIE CREEK RIDGE, LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **PRAIRIE CREEK RIDGE, LLC** by its authority.


Juliet Ciardo
Milwaukee County, Wisconsin
My Commission Expires May 16, 2025



Return to:
PRAIRIE CREEK RIDGE, LLC
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael J. Kaerek
PRAIRIE CREEK RIDGE, LLC
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300

Amendment No. 1 Per Paragraph 10 in this recording

Prairie Creek Ridge Owners Association, Inc.

RESOLUTION REGARDING THE ARCHITECTURAL CONTROL COMMITTEE
(ACC)

WHEREAS the Board of Directors of Prairie Creek Ridge Owners Association, Inc. (the "Association" or the "Corporation") is "responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation," pursuant to Article 6, Section 6.1 of the Bylaws;

WHEREAS the Board of Directors has the power to adopt Operating Rules for the Corporation pursuant to Article 7, Section 7.8 of the Bylaws;

WHEREAS the Declaration of Restrictions and Covenants for each phase/Addition to the Prairie Creek Ridge Subdivision notes that while Prairie Creek Ridge, LLC owns the Lots, the authority and functions of the Architectural Control Committee (ACC) shall be vested in and exercised solely by Prairie Creek Ridge, LLC, but that when Prairie Creek Ridge, LLC transfers ownership in all the Lots, the ACC authority automatically transfers to the Association's Board of Directors; and

WHEREAS, Prairie Creek Ridge, LLC and the Association wish to clarify when the ACC authority transfers to the Association's Board of Directors as phases/Additions are being built and Lots sold.

THEREFORE, BE IT RESOLVED that the Association adopts this resolution in joint agreement with the Prairie Creek Ridge, LLC Board of Directors:

Prairie Creek Ridge, LLC shall act as the ACC with respect to any vacant Lot or Lot under new construction until the Lot has a residence constructed and that Lot and residence is sold to a third party. Once the residence is constructed and the Lot and residence is sold to a third party, the Association's Board of Directors shall act as the ACC for the Lot.

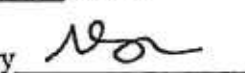
BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution by a majority vote of the Directors on October 28, 2024, with the policy to take effect on October 29, 2024.

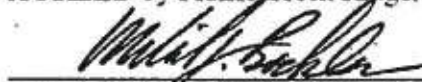
President


Nicholas L. Janik

Secretary


Nikki Springer-Hutsen

AGREED by Prairie Creek Ridge, LLC, by and through its Board of Directors.


Mike Bickler, Authorized Member

Friday, November 22, 2024
Date

Amendment No. 2 Per Paragraph 10 in this recording

Prairie Creek Ridge Owners Association, Inc.

RESOLUTION REGARDING ARCHITECTURAL CONTROL COMMITTEE (ACC)
GUIDELINES RELATED TO ABOVE-GROUND POOLS

WHEREAS the Board of Directors of Prairie Creek Ridge Owners Association, Inc. (the "Association" or the "Corporation") is "responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation," pursuant to Article 6, Section 6.1 of the Bylaws;

WHEREAS the Declaration of Restrictions and Covenants for each phase/Addition to the Prairie Creek Ridge Subdivision states at Section 11(c) that the Association has "the exclusive right to enforce...any Rules and Regulations adopted by the Association," and further states at Section 4(j) that the administration of the subdivision restrictions is "vested in the Board of Directors;"

WHEREAS, the Declaration of Restrictions and Covenants for each phase/Addition to the Prairie Creek Ridge Subdivision further vests the authority for architectural control in the Association's Board of Directors; and

WHEREAS, Section 2 of the Declaration of Restrictions and Covenants states that "Swimming pools must be approved by the ACC prior to installation;"

THEREFORE, BE IT RESOLVED that the Association, by and through its Board of Directors with ACC authority, adopts the following Rule:

No above-ground pools will be allowed to be installed with the exception of swim spas and hot tubs. Swim spas and hot tubs must be approved by the ACC prior to installation as to planned placement on the Lot, and any surrounding decking or privacy screening as may be required.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

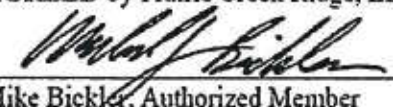
The Board of Directors adopted this resolution by a majority vote of the Directors on July 16, 2024, with the policy to take effect on July 17, 2024.


Nikolaus Janik, President

October 8, 2024

Date

AGREED by Prairie Creek Ridge, LLC, by and through its Board of Directors.


Mike Bickler, Authorized Member

October 30th 2024
Date

Amendment No. 3 Per Paragraph 10 in this recording

Prairie Creek Ridge Owners Association, Inc.

BOARD RESOLUTION REGARDING MAILBOXES

WHEREAS the Board of Directors of Prairie Creek Ridge Owners Association, Inc. (the "Association" or the "Corporation") is "responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation," pursuant to Article 6, Section 6.1 of the Bylaws:

WHEREAS the Board of Directors has the power to adopt Operating Rules for the Corporation pursuant to Article 7, Section 7.8 of the Bylaws:

WHEREAS the Declaration of Restrictions and Covenants for each phase/Addition to the Prairie Creek Ridge Subdivision states with respect to mailboxes that "Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners," but no further detail is included in the Declaration as to how that repair or maintenance should be carried out; and

WHEREAS, the Association wishes to maintain uniformity of appearance with respect to mailboxes and since mailboxes are grouped together and serve multiple Lots, the Association wishes to simplify the anticipated maintenance that will need to be done on the mailboxes going forward:

THEREFORE, BE IT RESOLVED that the Association, through the Board of Directors, adopts this resolution:

Any needed repair or maintenance of existing mailboxes will be done by the Association and the cost of the same will be a common expense, funded by assessments.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution by a majority vote of the Directors on October 28, 2024, with the policy to take effect on October 29, 2024.

President


Nicholas L. Janik

Date: October 28, 2024

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND COVENANTS

PRAIRIE CREEK RIDGE SUBDIVISION, inclusive of
PRAIRIE CREEK RIDGE ADDITION #1
PRAIRIE CREEK RIDGE ADDITION #2
PRAIRIE CREEK RIDGE ADDITION #3
PRAIRIE CREEK RIDGE ADDITION #4
PRAIRIE CREEK RIDGE ADDITION #5
PRAIRIE CREEK RIDGE ADDITION #6
PRAIRIE CREEK RIDGE ADDITION #7
PRAIRIE CREEK RIDGE ADDITION #8
PRAIRIE CREEK RIDGE ADDITION #9

Record this document with
the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

See Exhibit B

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

Amended and Restated Declaration of Restrictions and Covenants

City of Oconomowoc, Waukesha County, Wisconsin

Prairie Creek Ridge Subdivision (the "Subdivision") was created by a Declaration of Restrictions and Covenants, recorded on November 10, 2014 with the Register of Deeds for Waukesha County as Document No. 4109401, and the following additional phases have been recorded to date: Prairie Creek Ridge Addition #1 on July 28, 2017 as Document No. 4290915; Prairie Creek Ridge Addition #2 on January 29, 2018 as Document No. 4322640; Prairie Creek Ridge Addition #3 on August 6, 2019 as Document No. 4412876; Prairie Creek Ridge Addition #4 on October 8, 2020 as Document No. 4518347; Prairie Creek Ridge Addition No. 5 on June 29, 2022 as Document No. 4675954; Prairie Creek Ridge Addition No. 6 on May 25, 2023 as Document No. 4721139; Prairie Creek Ridge Addition No. 6 on May 26, 2023 as Document No. 4721277 (recorded twice); Prairie Creek Ridge Addition No. 7 on June 27, 2023 as Document No. 4725678, and Prairie Creek Ridge Addition No. 8 and 9 on January 16, 2025 as Document No. 4801568 (the original Declaration and Additions 1-9 shall be hereinafter referred to as the "Declaration").

WHEREAS, PRAIRIE CREEK RIDGE, LLC, the Subdivision Developer, intends to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants; and

WHEREAS, PRAIRIE CREEK RIDGE, LLC thus far has recorded Declarations of Restrictions and Covenants for each Addition that mirror the original Declaration, and all of the Lots subject to the Declaration are governed by an Association known as Prairie Creek Ridge Owners Association, Inc. (the "Association"); and

WHEREAS, the Association desires to clarify and update the provisions of the previously recorded Declarations through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Subdivision;

NOW THEREFORE, LET IT BE KNOWN, that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high-quality improvement of this property in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;

- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that during initial dwelling construction, the Subdivision public streets and walks remain free of debris and refuse.

ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all ordinances, zoning laws, building codes and other regulations of the City of Oconomowoc, Waukesha County and the State of Wisconsin as applicable. The provisions of the PRAIRIE CREEK RIDGE, LLC Developer's Agreement, PRAIRIE CREEK RIDGE, LLC shall also apply. The Declaration does not fully encompass all local zoning codes and restrictions. Lot Owners shall conform to all City zoning ordinances concerning Lot improvements and usage.

2. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot shall only be used for construction of a single-family residence with approved [PRAIRIE CREEK RIDGE, LLC Architectural Control Committee (ACC), see section 5)] accessory buildings/structures, such as attached garages, swimming pools and similar improvements. Such accessory buildings/structures must also meet City of Oconomowoc code requirements. Swimming pools, hot tubs, and swim spas must be approved by the ACC prior to installation, and pool heaters; filters, etc. must comply with the City of Oconomowoc wiring codes. Above-ground pools are prohibited.
- No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as per 3(c) following.
- Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Oconomowoc. Deviations from the grading plan must be approved by the ACC and City of Oconomowoc Engineer. The City of Oconomowoc Engineer will only approve deviations based on grading plans encompassing the general area, not just one Lot.
- Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

- b. **Attached Garage Required.** Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred fifty (450) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.
- c. **Detached Structures Permitted.** Detached buildings are permitted with the approval of the ACC and the City of Oconomowoc. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.
- d. **Fencing.** Fences are allowed in rear and side yards of home with approval of the ACC. Fences on side yard not to extend beyond the first wall of home. Fences to be no more than 5' in height. Shall be black aluminum fencing with wrought iron look and no fence may be fully solid. On a case-by-case basis ACC may approve other colors than black but has no obligation to do so. Approval may also be granted on privacy walls made of stone or other masonry at discretion of ACC. All fences must be approved and permitted by City of Oconomowoc.
- e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. PRAIRIE CREEK RIDGE, LLC may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other City of Oconomowoc requirements, until PRAIRIE CREEK RIDGE, LLC no longer owns any Lots in the subdivision. Political signs are not permitted on any Lot.
- f. **Flags.** No flags are allowed except a United States flag, displayed respectfully, and flags supporting the U.S. Military or a sports team, of a size no larger than 3 ft. x 5 ft. Any other type of flag requires the prior written approval of the ACC.
- g. **Holiday Decorations.** Winter holiday decorations may be displayed beginning the weekend before Thanksgiving and must be removed by the second weekend of January each year. Any decorations placed in common areas require prior approval from the Association's Board of Directors. Decorations for all other holidays may be displayed no earlier than two weeks prior to the holiday and must be removed within two weeks following the holiday or event. All outdoor decorations must be placed at least two feet from the sidewalk, may not obstruct walkways, and are prohibited in the right-of-way between the sidewalk and the road. The display of signs is strictly prohibited.
- h. **Dwelling Design.** Each dwelling shall be designed by a professional home designer or architect who is experienced in home design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches are to be a minimum of 8/12 pitch or greater unless architecturally not feasible. The roofs on all dwelling units must have a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12). At their discretion, the Architectural Review Board may approve a front to rear roof

pitch of less than 8/12 if the side-to-side pitch is 8/12 or greater on homes with a dual pitch roof or if the architectural style of home requires a roof pitch less than 8/12. All homes shall have attached garage with minimum of four hundred fifty (450) square feet. Garages and accessory buildings must conform in design to that of the dwelling.

- i. **Minimum Building Living Area.** The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

One Story Dwelling	1,700 square feet
One and One-Half Story Dwelling	2,400 square feet total with 1,000 square feet on the first floor
Two story Dwelling	2,000 square feet total
Tri-Level Dwelling	2,400 square feet total with 1,800 square feet on the two main living floors

Note: Other City of Oconomowoc zoning restrictions may apply.

- j. **Bathrooms.** Each dwelling shall contain a minimum of two (2) baths.
- k. **Exterior Building Materials.** The exterior building materials of each home must consist of materials (brick, stone, wood), wood grain aluminum, or vinyl siding. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC. Front elevation shall have a minimum of fifteen percent (15%) stone or brick masonry.
- l. **Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be twenty-five (25) feet. The minimum side yard setback shall be ten (10) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the twenty (20) foot setback is required from each street. Each dwelling shall have a minimum rear yard of twenty (20) feet. Exceptions to setbacks will require approval from the City of Oconomowoc and the ACC.
- m. **Utilities.** Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.
- n. **Outside Storage/Antennae/Window Air Conditioners.**
- No outside storage of boats, recreational vehicles, trailers, portable storage units, non-working vehicles or miscellaneous equipment permitted.
 - No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
 - No window air conditioning units of any type are permitted.

- o. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.
- p. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City of Oconomowoc.

3. **ANIMALS, LIVESTOCK, POULTRY.** No animals such as livestock or poultry shall be raised, bred or kept outside on any Lot. No more than three (3) dogs/cats shall be kept inside or outside any dwelling unit per municipal code and not kept for any commercial purpose. Any outdoor animal kennels must be approved by the ACC as to location, size and design, and must meet City of Oconomowoc ordinance requirements.

4. **OWNERS ASSOCIATION.**

- a. All Lot owners, and as more Additions are added, the additional Lot owners shall join the non-stock corporation known as the **PRAIRIE CREEK RIDGE OWNERS ASSOCIATION, INC.** hereinafter referred to as the "Association".
- b. **Purpose.**

 - To own and maintain common-owned lands including all drainage easements, together with any other amenity that may be provided by PRAIRIE CREEK RIDGE, LLC or the Association, and that may exist from time to time;
 - To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
 - To act as the ACC upon termination of PRAIRIE CREEK RIDGE, LLC involvement in the subdivision. Prairie Creek Ridge, LLC shall serve as the ACC and shall retain exclusive authority over the review and approval of vacant Lot plans or Lot under new construction until such time as the Lot has a residence constructed and the homeowner has taken physical occupancy. Once the homeowner takes physical occupancy, the Association's Board of Directors shall there forward act as the ACC for the Lot.
- c. **Membership.** Each Lot Owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.
- d. **Directors and Officers of the Association.** Directors and Officers for the Association shall be elected as set forth in the Association's Bylaws.
- e. **Annual and Special Meetings.** The Association shall hold annual and special meetings of the Lot owners as set forth in the Association's Bylaws.

f. Operating Budget and General Annual Assessment.

- Each year, the Association shall prepare an operating budget covering the period January 1st through December 31st of that year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each Lot Owner).
- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.
- Upon turnover of a Lot to the Association (for purposes of this section, "turnover" means the Lot was sold by Prairie Creek Ridge LLC to a third party), the new third-party Lot Owner will provide payment to the Association for the prorated amount of annual assessments for the Lot at the time of closing. For purposes of this Section, "third party" shall be defined as any individual or entity, including by not limited to a builder, that is not Prairie Creek Ridge LLC.

g. Special Assessments. A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.

h. Delinquent Assessments. If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the Association may charge late fees and the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a lien against the Lot of the Owner personally obligated to pay the same and foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable

attorney's fees. Any lien filed will include the delinquent assessments, late fees, interest, and costs of collection including the actual attorneys' fees incurred by the Association.

- i. **Certificates.** The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Association may impose a reasonable charge for each such certificate requested and issued.
- j. **Duties and Authority.** The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

5. **ARCHITECTURAL CONTROL COMMITTEE (ACC).** PRAIRIE CREEK RIDGE, LLC initially formed an Architectural Control Committee consisting of three (3) persons appointed by PRAIRIE CREEK RIDGE, LLC hereinafter referred to as "ACC".

- a. **Procedures.** The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.
- b. **Responsibility and Purpose.** In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, outdoor playground equipment and play structures, sports courts, fencing, raised garden beds, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Oconomowoc Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.
- c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the City of Oconomowoc building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the

minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

- d. **PRAIRIE CREEK RIDGE, LLC Control of ACC.** Prairie Creek Ridge, LLC shall serve as the ACC and shall retain exclusive authority over the review and approval of vacant Lot plans or Lot under new construction until such time as the Lot has a residence constructed and the homeowner has taken physical occupancy. Once the homeowner takes physical occupancy, the Association's Board of Directors shall there forward act as the ACC for the Lot.

e. **Landscaping and Grading Requirements.**

- Landscaping and Erosion Control. Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: It is the responsibility of each Lot Owner to install grass on city right-of-way areas within the same timetable as the on-Lot lawn.
- Landscaping and Privacy Screens. The installation of natural privacy tree or shrub "fences" is prohibited, except for Lots abutting the Northern, Southern, and Eastern boundaries of the Subdivision, where staggered privacy trees, shrubs, or berms may be permitted upon obtaining prior written approval from the Architectural Control Committee (ACC). All landscaping must be strategically spaced at the time of planting to ensure adequate accommodation for its full mature size. Any Lot containing existing natural privacy tree or shrub "fences" at the time this Amended and Restated Declaration is recorded with the Register of Deeds must be self-reported by the Lot Owner to the Association Board of Directors within thirty (30) days from the date of recording in order to qualify for exemption ("grandfathered status") from this restriction. Grandfathered Lots shall remain subject to this restriction upon the natural decline, removal, or destruction of any tree or shrub forming part of the existing privacy screen. Any such tree or shrub may not be replaced in a manner that perpetuates the prohibited "fence" structure. All replacements shall comply with the updated landscaping and spacing requirements set forth herein.

- Uniform Mailbox Required. In order to maintain continuity within the subdivision, mail/newspaper box and post must be purchased at Lot closing from Developer for a cost of \$500.00. The Developer or its assigned contractor shall install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the City of Oconomowoc. Any needed repair or maintenance of existing mailboxes will be done by the Association and the cost of the same will be a common expense, funded by assessments.
- No filling of stormwater facilities allowed. As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot, outlet or Stormwater detention areas that are delineated on the recorded plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the City of Oconomowoc.
- Improvements may require permits. Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the City of Oconomowoc and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.
- Street trees. A fee of one thousand dollars (\$1,000) to be charged on closing statement for street tree(s). The City of Oconomowoc to determine placement, number and species of tree(s). The City of Oconomowoc will be in charge of planting said tree(s).

6. STREET MAINTENANCE AND EROSION CONTROL BOND.

- a. **Deposit.** Upon approval of dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with PRAIRIE CREEK RIDGE, LLC the sum of five hundred dollars (\$500.00) to guarantee sidewalks (if broken) and Lot Owner completion of finish landscape, driveway, and two (2) tree plantings within one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate his agents or contractors in this regard will cause PRAIRIE CREEK RIDGE, LLC to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by PRAIRIE CREEK RIDGE, LLC.

- b. **Excess Costs.** In the event PRAIRIE CREEK RIDGE, LLC is required to perform street cleaning operations in which the costs exceed the Lot Owner's deposited amount under this Section 6, PRAIRIE CREEK RIDGE, LLC will assess the respective Lot Owner for the additional amount due and failure of the Lot Owner to pay PRAIRIE CREEK RIDGE, LLC for any such additional charge within ten (10) days of being billed, will give to PRAIRIE CREEK RIDGE, LLC the right to file and foreclose a mechanic's lien upon the Owner's Lot. PRAIRIE CREEK RIDGE, LLC charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with PRAIRIE CREEK RIDGE, LLC less any funds disbursed, shall be returned to the Lot Owner without any interest.
- c. **Use of Deposited Funds.** Each Lot Owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot Owner and deposited funds are not to be used to offset the costs created by acts of other Lot Owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot Owners having funds on deposit shall be charged equally.

7. **SUBDIVISION UTILITY, DRAINAGE EASEMENTS.** PRAIRIE CREEK RIDGE, LLC reserves to itself the right to record utility and drainage easements and to implement improvements in these easements as necessary to properly provide service to all Lots in Prairie Creek Ridge. These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable utilities to extend to future phases of development.

8. **POSSIBLE FUTURE EASEMENTS.** Seller reserves the right, for a period of three (3) years after closing hereof, to grant easements to WE Energies, City of Oconomowoc Utilities, AT&T and Charter Cable for utility purposes over, upon, under or across all Lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

9. **STORMWATER MANAGEMENT.** Except as otherwise set forth in the Developer's Agreements and the Storm Water Maintenance Agreements, the Owners of Lots in the Subdivision and the Association shall collectively be responsible for maintenance of the stormwater management measures (the "Responsible Parties"). As stated in the Developer's Agreements and the Storm Water Maintenance Agreements, the Developer bears full financial responsibility for all costs necessary to execute, fulfill, and comply with the terms of the Agreements. The Association shall not be responsible for, nor shall it be held liable for, any costs, fees, or financial obligations arising from the Developer's Agreements or Storm Water Maintenance Agreements. All costs and expenses incurred shall remain the sole responsibility of the Developer until the City of Oconomowoc formally accepts the completion of the Developer's work and issues a release of the Developer from any and all obligations under the applicable Developer's Agreements and the

Storm Water Maintenance Agreements pertaining to the specific Addition governed by such agreements.

- The Responsible Parties shall maintain the stormwater management measures installed on all outlots in accordance with the approved stormwater design prepared by Pinnacle Engineering Group dated 5/19/14 and on file in the offices of the City.
- The City is authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that practices are being maintained and operated in accordance with the approved stormwater plan.
- The Responsible Parties, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.
- Upon notification of the Responsible Parties by the City of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the City.
- The City is authorized to perform the corrective actions identified in the inspection report if the Responsible Parties do not make the required corrections in the specified time period. The costs and expenses shall be levied against the properties served as special charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as special assessments pursuant to 66.0701, Wisconsin Statutes. Special charges and special assessments, including delinquent amounts, shall be collected by the City as provided for in the statutory sections indicated above.
- The stormwater retention basins that have been constructed in the Subdivision are required by the City to assist in the removal of sediment from and detention of storm water. The stormwater retention basins are not intended to be used for swimming or recreational facilities. Any such use of the stormwater retention basins is strictly prohibited. Anyone entering or using the stormwater retention basins for prohibited use does so at their own risk. By acceptance of a deed or other conveyance of a Lot in the Subdivision, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Developer and the Association and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention basins. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless Developer, the Association and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands costs and expenses of every kind and nature (including attorney fees) including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention basins.

10. **AMENDMENT.**

- a. **PRAIRIE CREEK RIDGE, LLC Amendment Rights.** Any of the restrictions, covenants or other provisions of the Declaration(s) of any future Addition to Prairie Creek Ridge Subdivision may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by PRAIRIE CREEK RIDGE, LLC or its successors or assigns, until such time as PRAIRIE CREEK RIDGE, LLC or its successors or assigns, shall no longer own any Lot in that Addition. These rights are subordinate to the provisions of the Developer's Agreement with the City.
- b. **Association Amendment Rights.** The Association's Board of Directors, by a four-fifths (4/5) vote of the directors, may amend the herein restrictions and covenants once Prairie Creek Ridge LLC does not own any Lots within that Addition.
- c. **Amendment Collaborative Efforts.** Prairie Creek Ridge, LLC and the Association shall promptly notify one another of any proposed changes and work collaboratively to solicit and incorporate feedback to ensure effective execution of amendments to the restrictions and covenants and of the Declaration(s).
- d. **Effective Date.** The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Waukesha County Register of Deeds.

11. **GENERAL PROVISIONS.**

- a. **Initial Term and Extensions.** The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.
- b. **Period For Protesting Violations.** Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.
- c. **Enforcement of Declaration: No Reversion of Title.**
 - The Association or, until formation of the Association, 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 Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners

of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.

- Each remedy set forth in this Declaration and/or in Rules and Regulations 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 Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.
 - Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.
- d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.
- f. **Construction of Terms.** The section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- g. **ACC Approval.** Prior to any permit submittal to the City of Oconomowoc, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

This Declaration shall be binding upon and inure to the benefit of PRAIRIE CREEK RIDGE, LLC, its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, PRAIRIE CREEK RIDGE, LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this ____ day of _____, 2025.

PRAIRIE CREEK RIDGE, LLC

Michael J. Kaerek
Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day _____, 2025, Michael J. Kaerek, Member of **PRAIRIE CREEK RIDGE, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **PRAIRIE CREEK RIDGE, LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **PRAIRIE CREEK RIDGE, LLC** by its authority.

 (print)
Notary Public, Milwaukee County, Wisconsin
My Commission Expires _____

EXHIBIT A

Legal Description

Prairie Creek Ridge:

Lots 178, inclusive and Outlots 1-5 and 7, Prairie Creek Ridge Subdivision, Part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 27; thence South 89°35'15" East, along the South line of said Northwest 1/4 Section 2616.59 feet to the Southwest corner of the Northeast 1/4 of said Section 27 and the point of beginning of the lands hereinafter described; thence North 00°12'44" East along the West line of the Northeast 1/4 of said Section 267.05 feet to a point; thence North 52°43'04" West 167.44 feet to a point; thence North 70°14'49" East 440.83 feet to a point; thence North 51°40'11" West 593.34 feet to a point; thence North 06°10'41" West, 49.21 feet to a point; thence North 05°50'20" West 142.38 feet to a point; thence North 77°28'46" East 169.29 feet to a point; thence North 24°35'23" West 87.98 feet to a point; thence South 79°54'58" West 330.24 feet to a point; thence North 52°24'06" West 212.94 feet to a point; thence North 10°16'09" East 163.56 feet to a point; thence South 75°52'25" East 112.39 feet to a point; thence North 24°53'25" East 188.49 feet to a point; thence North 00°28'47" East 25.79 feet to a point; thence South 89°31'14" East 1943.83 feet to a point; thence South 00°28'46" West 1586.28 feet to a point on the South line of said Northeast 1/4 of Section 27; thence North 89°43'55" West along said South line 1030.43 feet to a point; thence North 00°15'49" East 50.00 feet to a point on the North line of Lake Drive (C.T.H. "Z"); thence North 89°43'55" West along said North line 400.00 feet to a point; thence South 00°15'49" West 50.00 feet to a point on said South line; thence North 89°43'55" West along said South line 150.00 feet to the point of beginning. Containing 2,724,819 square feet or 62.5532 acres of land.

Prairie Creek Ridge Addition #1:

Lots 79-111, inclusive and Outlots 8 and 9, Prairie Creek Ridge Addition No. 1, being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 27, Township 8 North, Range 17 East in the City of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 27; thence North 89°43'55" West along the South line of said Northeast 1/4, 587.87 feet; thence North 00°28'46" East, 50 feet to the North right of way line of Lake Drive - County Trunk Highway "Z" and the Point of Beginning; Thence North 89°43'55" West along said North right of way line, 430.00 feet to the East line of Prairie Creek Ridge (a recorded subdivision); thence North 00°28'46" East along said East line, 1536.28 feet to Northeast corner of said Prairie Creek Ridge; thence South 89°31'14" East, 370.00 feet; thence South 00°28'46" West 1124.99 feet; thence South 89°33'38" East, 60 feet; thence South 00°28'46" West, 410.73 feet to the Point of Beginning.

Containing 592,821 square feet or 13.6093 acres of land, more or less.

Prairie Creek Ridge Addition #2:

Lots 112-157, inclusive and Outlots 10-12, inclusive, in Prairie Creek Ridge Addition No. 2, being a redivision of Outlot 6 of Prairie Creek Ridge, being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section

27, Town 8 North, Range 17 East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin.

Prairie Creek Ridge Addition #3:

Lots 158-202, inclusive and Outlots 14-16, Prairie Creek Ridge No. 3, being all of Lot 1 of Certified Survey Map No. 11577 being part of the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, State of Wisconsin.

Prairie Creek Ridge Addition #4:

Lots 203-222, inclusive, in Prairie Creek Ridge Addition No. 4, being a redivision of Outlot 6 of Prairie Creek Ridge, being a part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin.

Prairie Creek Ridge Addition #5:

Lots 223-246, inclusive and Outlot 17, Prairie Creek Ridge Addition No. 5, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27 and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, all in Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Prairie Creek Ridge Addition #6:

Lots 247-310, inclusive and Outlots 19-21, in Prairie Creek Ridge Addition No. 6, being a part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22 and a part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Prairie Creek Ridge Addition #7:

Lots 311-332, inclusive and Outlots 22-24, in Prairie Creek Ridge Addition No. 7, being a part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Prairie Creek Ridge Addition #8:

Lots 333-386, inclusive and Outlots 25-28 in Prairie Creek Ridge Addition No. 8, being a part of Lot 1 of Certified Survey Map No. 9964 and additional lands in the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ all in Section 22, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Prairie Creek Ridge Addition #9:

Lots 387 through 432, inclusive and Outlots 29-30 in Prairie Creek Ridge Addition No. 9, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 22, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Prairie Creek Ridge Subdivision: _____ OCOC 0537995007

Lot	Tax Number
1	OCOC 0537001
2	OCOC 0537002
3	OCOC 0537003
4	OCOC 0537004
5	OCOC 0537005
6	OCOC 0537006
7	OCOC 0537007
8	OCOC 0537008
9	OCOC 0537009
10	OCOC 0537010
11	OCOC 0537011
12	OCOC 0537012
13	OCOC 0537013
14	OCOC 0537014
15	OCOC 0537015
16	OCOC 0537016
17	OCOC 0537017
18	OCOC 0537018
19	OCOC 0537019
20	OCOC 0537020
21	OCOC 0537021
22	OCOC 0537022
23	OCOC 0537023
24	OCOC 0537024
25	OCOC 0537025
26	OCOC 0537026
27	OCOC 0537027
28	OCOC 0537028
29	OCOC 0537029
30	OCOC 0537030
31	OCOC 0537031
32	OCOC 0537032
33	OCOC 0537033
34	OCOC 0537034
35	OCOC 0537035
36	OCOC 0537036
37	OCOC 0537037
38	OCOC 0537038

39	OCOC 0537039
40	OCOC 0537040
41	OCOC 0537041
42	OCOC 0537042
43	OCOC 0537043
44	OCOC 0537044
45	OCOC 0537045
46	OCOC 0537046
47	OCOC 0537047
48	OCOC 0537048
49	OCOC 0537049
50	OCOC 0537050
51	OCOC 0537051
52	OCOC 0537052
53	OCOC 0537053
54	OCOC 0537054
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56	OCOC 0537056
57	OCOC 0537057
58	OCOC 0537058
59	OCOC 0537059
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64	OCOC 0537064
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66	OCOC 0537066
67	OCOC 0537067
68	OCOC 0537068
69	OCOC 0537069
70	OCOC 0537070
71	OCOC 0537071
72	OCOC 0537072
73	OCOC 0537073
74	OCOC 0537074
75	OCOC 0537075
76	OCOC 0537076
77	OCOC 0537077
78	OCOC 0537078
Outlot 1	OCOC 0537079
Outlot 2	OCOC 0537080
Outlot 3	OCOC 0537081
Outlot 4	OCOC 0537082
Outlot 5	OCOC 0537083
Outlot 7	OCOC 0537085

Prairie Creek Ridge Addition #1:

Lot	Tax Number
79	OCOC 0537086
80	OCOC 0537087
81	OCOC 0537088
82	OCOC 0537089
83	OCOC 0537090
84	OCOC 0537091
85	OCOC 0537092
86	OCOC 0537093
87	OCOC 0537094
88	OCOC 0537095
89	OCOC 0537096
90	OCOC 0537097
91	OCOC 0537098
92	OCOC 0537099
93	OCOC 0537100
94	OCOC 0537101
95	OCOC 0537102
96	OCOC 0537103
97	OCOC 0537104
98	OCOC 0537105
99	OCOC 0537106
100	OCOC 0537107
101	OCOC 0537108
102	OCOC 0537109
103	OCOC 0537110
104	OCOC 0537111
105	OCOC 0537112
106	OCOC 0537113
107	OCOC 0537114
108	OCOC 0537115
109	OCOC 0537116
110	OCOC 0537117
111	OCOC 0537118
Outlot 8	OCOC 0537119
Outlot 9	OCOC 0537120

Prairie Creek Ridge Addition #2:

Lot	Tax Number
112	OCOC 0537121
113	OCOC 0537122
114	OCOC 0537123
115	OCOC 0537124
116	OCOC 0537125
117	OCOC 0537126
118	OCOC 0537127
119	OCOC 0537128
120	OCOC 0537129
121	OCOC 0537130
122	OCOC 0537131
123	OCOC 0537132
124	OCOC 0537133
125	OCOC 0537134
126	OCOC 0537135
127	OCOC 0537136
128	OCOC 0537137
129	OCOC 0537138
130	OCOC 0537139
131	OCOC 0537140
132	OCOC 0537141
133	OCOC 0537142
134	OCOC 0537143
135	OCOC 0537144
136	OCOC 0537145
137	OCOC 0537146
138	OCOC 0537147
139	OCOC 0537148
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142	OCOC 0537151
143	OCOC 0537152
144	OCOC 0537153
145	OCOC 0537154
146	OCOC 0537155
147	OCOC 0537156
148	OCOC 0537157
149	OCOC 0537158
150	OCOC 0537159
151	OCOC 0537160
152	OCOC 0537161
153	OCOC 0537162

154	OCOC 0537163
155	OCOC 0537164
156	OCOC 0537165
157	OCOC 0537166
Outlot 10	OCOC 0537167
Outlot 11	OCOC 0537168
Outlot 12	OCOC 0537169

Prairie Creek Ridge Addition #3:

Lot	Tax Number
158	OCOC 0537171
159	OCOC 0537172
160	OCOC 0537173
161	OCOC 0537174
162	OCOC 0537175
163	OCOC 0537176
164	OCOC 0537177
165	OCOC 0537178
166	OCOC 0537179
167	OCOC 0537180
168	OCOC 0537181
169	OCOC 0537182
170	OCOC 0537183
171	OCOC 0537184
172	OCOC 0537185
173	OCOC 0537186
174	OCOC 0537187
175	OCOC 0537188
176	OCOC 0537189
177	OCOC 0537190
178	OCOC 0537191
179	OCOC 0537192
180	OCOC 0537193
181	OCOC 0537194
182	OCOC 0537195
183	OCOC 0537196
184	OCOC 0537197
185	OCOC 0537198
186	OCOC 0537199
187	OCOC 0537200
188	OCOC 0537201
189	OCOC 0537202
190	OCOC 0537203
191	OCOC 0537204

192	OCOC 0537205
193	OCOC 0537206
194	OCOC 0537207
195	OCOC 0537208
196	OCOC 0537209
197	OCOC 0537210
198	OCOC 0537211
199	OCOC 0537212
200	OCOC 0537213
201	OCOC 0537214
202	OCOC 0537215
Outlot 14	OCOC 0537216
Outlot 15	OCOC 0537217
Outlot 16	OCOC 0537218

Prairie Creek Ridge Addition #4:

Lot	Tax Number
203	OCOC 0537219
204	OCOC 0537220
205	OCOC 0537221
206	OCOC 0537222
207	OCOC 0537223
208	OCOC 0537224
209	OCOC 0537225
210	OCOC 0537226
211	OCOC 0537227
212	OCOC 0537228
213	OCOC 0537229
214	OCOC 0537230
215	OCOC 0537213
216	OCOC 0537232
217	OCOC 0537233
218	OCOC 0537234
219	OCOC 0537235
220	OCOC 0537236
221	OCOC 0537237
222	OCOC 0537238

Prairie Creek Ridge Addition #5

Lot	Tax Number
223	OCOC 0517001
224	OCOC 0517002
225	OCOC 0517003
226	OCOC 0517004
227	OCOC 0517005
228	OCOC 0517006
229	OCOC 0517007
230	OCOC 0517008
231	OCOC 0517009
232	OCOC 0517010
233	OCOC 0517011
234	OCOC 0517012
235	OCOC 0517013
236	OCOC 0517014
237	OCOC 0517015
238	OCOC 0517016
239	OCOC 0517017
240	OCOC 0517018
241	OCOC 0517019
242	OCOC 0517020
243	OCOC 0517021
244	OCOC 0517022
245	OCOC 0517023
246	OCOC 0517024
Outlot 17	OCOC 0517025021

Prairie Creek Ridge Addition # 6:

Lot	Tax Key
247	OCOC 0517027
248	OCOC 0517028
249	OCOC 0517029
250	OCOC 0517030
251	OCOC 0517031
252	OCOC 0517032
253	OCOC 0517033
254	OCOC 0517034
255	OCOC 0517035
256	OCOC 0517036
257	OCOC 0517037
258	OCOC 0517038

259	OCOC 0517039
260	OCOC 0517040
261	OCOC 0517041
262	OCOC 0517042
263	OCOC 0517043
264	OCOC 0517044
265	OCOC 0517045
266	OCOC 0517046
267	OCOC 0517047
268	OCOC 0517048
269	OCOC 0517049
270	OCOC 0517050
271	OCOC 0517051
272	OCOC 0517052
273	OCOC 0517053
274	OCOC 0517054
275	OCOC 0517055
276	OCOC 0517056
277	OCOC 0517057
278	OCOC 0517058
279	OCOC 0517059
280	OCOC 0517060
281	OCOC 0517061
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284	OCOC 0517064
285	OCOC 0517065
286	OCOC 0517066
287	OCOC 0517067
288	OCOC 0517068
289	OCOC 0517069
290	OCOC 0517070
291	OCOC 0517071
292	OCOC 0517072
293	OCOC 0517073
294	OCOC 0517074
295	OCOC 0517075
296	OCOC 0517076
297	OCOC 0517077
298	OCOC 0517078
299	OCOC 0517079
300	OCOC 0517080
301	OCOC 0517081
302	OCOC 0517082
303	OCOC 0517083
304	OCOC 0517084

305	OCOC 0517085
306	OCOC 0517086
307	OCOC 0517087
308	OCOC 0517088
309	OCOC 0517089
310	OCOC 0517090
Outlot 19	OCOC 0517091
Outlot 20	OCOC 0517092
Outlot 21	OCOC 0517093

Prairie Creek Ridge Addition # 7:

Lot	Tax Key
311	OCOC 0517096
312	OCOC 0517097
313	OCOC 0517098
314	OCOC 0517099
315	OCOC 0517100
316	OCOC 0517101
317	OCOC 0517102
318	OCOC 0517103
319	OCOC 0517104
320	OCOC 0517105
321	OCOC 0517106
322	OCOC 0517107
323	OCOC 0517108
324	OCOC 0517109
325	OCOC 0517110
326	OCOC 0517111
327	OCOC 0517112
328	OCOC 0517113
329	OCOC 0517114
330	OCOC 0517115
331	OCOC 0517116
332	OCOC 0517117
Outlot 22	OCOC 0517118
Outlot 23	OCOC 0517119
Outlot 24	OCOC 0517120

Prairie Creek Ridge Addition # 8:

Lot	Tax Key
333	OCOC 0517121
334	OCOC 0517122
335	OCOC 0517123
336	OCOC 0517124
337	OCOC 0517125
338	OCOC 0517126
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358	OCOC 0517146
359	OCOC 0517147
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361	OCOC 0517149
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375	OCOC 0517163
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379	OCOC 0517167
380	OCOC 0517168
381	OCOC 0517169
382	OCOC 0517170
383	OCOC 0517171
384	OCOC 0517172
385	OCOC 0517173
386	OCOC 0517174
Outlot 25	OCOC 0517175
Outlot 26	OCOC 0517176
Outlot 27	OCOC 0517177
Outlot 28	OCOC 0517178
Part of Lot 1	OCOC 0517179

Prairie Creek Ridge Addition # 9:

Lot	Tax Key
387	OCOC 0517181
388	OCOC 0517182
389	OCOC 0517183
390	OCOC 0517184
391	OCOC 0517185
392	OCOC 0517186
393	OCOC 0517187
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404	OCOC 0517198
405	OCOC 0517199
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407	OCOC 0517201
408	OCOC 0517202
409	OCOC 0517203
410	OCOC 0517204

411	OCOC 0517205
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413	OCOC 0517207
414	OCOC 0517208
415	OCOC 0517209
416	OCOC 0517210
417	OCOC 0517211
418	OCOC 0517212
419	OCOC 0517213
420	OCOC 0517214
421	OCOC 0517215
422	OCOC 0517216
423	OCOC 0517217
424	OCOC 0517218
425	OCOC 0517219
426	OCOC 0517220
427	OCOC 0517221
428	OCOC 0517222
429	OCOC 0517223
430	OCOC 0517224
431	OCOC 0517225
432	OCOC 0517226
Outlot 29	OCOC 0517227
Outlot 30	OCOC 0517228