

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR PRAIRIE VIEW
CEDARBURG, WISCONSIN**

THIS DECLARATION, is hereby made this 17th day of September, 2013 by Prairie View Development LLC, a Wisconsin limited liability company (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

WHEREAS, Declarant is developing the Prairie View Subdivision in 2 Phases. Phase 1 consists of 47 single family lots (Lots 1 through 37 and Lots 71 through 80 as shown on the final plat). Phase 2 shall consist of 33 single family lots (Lots 38 through 70). Although the Declarant is developing Prairie View in 2 phases, all 80 lots as shown on the final plat of Prairie View are under the covenants, conditions, easement and restriction hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

0993236

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON**

09/18/2013 2:32 PM

REC FEE: 30.00

PAGES: 28

EXEMPT #:

ELECTRONICALLY RECORDED

*This instrument was drafted by and
should be returned to:*

**Sandra J. DeLisle, Esq.
Zilber Ltd.
710 N. Plankinton Ave., Ste. 1200
Milwaukee, WI 53203**

PIN # See Exhibit A attached

ARTICLE I PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

The real property described on Exhibit B attached hereto and incorporated herein (hereinafter referred to as "Prairie View") shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration.

ARTICLE II GENERAL PURPOSE OF THIS DECLARATION

The Declarant desires to develop Prairie View, a single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Prairie View for the use and enjoyment of property owners; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the features of the outlots, including but not limited to the landscaping, and storm water ponds and drainageways; and in general to provide adequately for a type and quality of improvements in Prairie View which will mutually benefit all present and future Lot Owners in Prairie View.

This Declaration also establishes general and specific design controls to create and ensure an aesthetic harmony and compatibility within the street scape and throughout the development of Prairie View. It is necessary that each and every residence is held to design standards that are not only well defined but also standards that address the appropriate nature of the building's design style, massing, scale, window placement, materials and colors, so that the entire neighborhood is perceived as a cohesive, well thought out community. Setting aesthetic goals assures and preserves the long term livability and desirability of the individual homes within Prairie View.

ARTICLE III GENERAL RESTRICTIONS AND DESIGN STANDARDS

Section 1. LAND USE AND BUILDING TYPE. Prairie View is a development of single-family residential lots (hereinafter referred to collectively as "Lots" or singularly as "Lot"; with the titleholder, whether one or more, of the Lot, referred to herein as "Lot Owner"). Each Lot shall be restricted to allow the erection of only one single-family residence and an attached garage which shall be of sufficient size to accommodate a minimum of two cars (hereinafter referred to as "Residence"). Such Residence shall be limited to one-story, story and one-half, two-story, tri-level or split level. All Residences shall be erected in such a manner and location as approved by the Architectural Control Committee ("ACC") restrictions imposed by this Declaration and the zoning ordinances and building codes of the City of Cedarburg, Wisconsin.

Section 2. PHASING. Prairie View is being developed as a two phase subdivision. Phase 1 includes lots 1 through 36 and 70 through 80 inclusive. Phase 2 includes lots 38 through 69 inclusive. The Declarations of Protective Covenants, Conditions, Easements and Restrictions are inclusive of all 80 lots, including Outlots 1, 2, 4, 5, 6, and 7 of the Prairie View subdivision. Outlot 3 has been dedicated to the City of Cedarburg for park purposes.

Section 3. DESIGN STANDARDS. The location, size and exterior design of each Residence, attached garage and detached structures shall conform to the following guidelines. Deviation from or alternatives to these guidelines must be approved in writing by the ACC and may require permit and approval from the City of Cedarburg.

RESIDENCE LOCATION/SETBACKS.

- a. The minimum setback for a Residence from any abutting street right-of-way shall be twenty-five (25) feet.
- b. The minimum side setback for a Residence shall be ten (10) feet.
- c. The minimum rear setback for a Residence shall be twenty-five (25) feet from the rear lot line.
- d. The maximum Floor Area Ratio (FAR) is 36%. The FAR calculation is as follows:

$$(\text{Gross Floor Area} + \text{Garage Area} + \text{Accessory Structure Area}) \div \text{Lot Area} = \text{Floor Area Ratio}$$
- e. The maximum Lot Coverage Percentage (LCP) is 25%. The LCP calculation is as follows:

$$(\text{First Floor Area} + \text{Garage Area} + \text{Accessory Structure Area}) \div \text{Lot Area} = \text{Lot Coverage}$$

DWELLING SIZE. The following minimum sizes for a Residence in Prairie View shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level, garage, open and screened in porches, patios and decks of a Residence shall not be included in the square footage. All Residences in Prairie View shall have the following minimum living areas:

- a. A single story Residence shall have a minimum of 1900 square feet of living area.
- b. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1200 square feet of living area on the first floor of the

Residence.

- c. A two story Residence shall have a minimum of 2300 square feet of living area on the first and second floors combined.
- d. A split level Residence shall have a minimum of 2300 square feet of living area on the first and second floors combined.

ROOF.

- a. All primary roof pitches shall have a minimum slope of eight feet in height for each twelve feet in length. Generally all roof pitches on a dwelling should be the same, but roof designs will be reviewed as they relate to the overall design of the dwelling.
- b. All exposed roofing materials are to be wood shakes, wood shingles, or a dimensional "shake-like" fiberglass shingles with a 30 year minimum warranty rating.

SIDING.

- a. Siding materials shall consist of brick veneer, stone, wood or other natural materials. Cement composite siding and simulated stone are acceptable provided they are of high quality, provide "natural" texturing and coloration, and are approved by the ACC. Aluminum, vinyl, steel, pressed board and Masonite siding will not be permitted. Wood composite materials may be considered by the ACC on a case by case basis for siding accent or decorative materials. The ACC will be reviewing the wood composite submittals provided they are of high quality, provide "natural" texturing and/or texturing similar to the wood or cement composite siding utilized on a majority of the exterior of the home. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or siding material used on the remainder of the house. Masonry shall terminate at an inside corner or a corner trim.

SOFFITS.

- a. Soffit materials can be of cement composite panels or plywood. Vinyl and aluminum soffit materials are prohibited.

FASCIA.

- a. Fascia materials may be of cement composite panels, plywood or wood. Wood composite materials may be considered by the ACC on a case by case basis. The ACC will be reviewing the wood composite submittals provided they are of high quality, provide "natural" texturing and/or texturing similar to the wood or cement composite siding utilized on a majority of the exterior of the home. Vinyl, aluminum and steel

fascia are prohibited.

BUILDING TRIM.

- a. Building trim materials may be cement composite or wood. Wood composite materials may be considered by the ACC on a case by case basis. The ACC will be reviewing the wood composite submittals provided they are of high quality, provide "natural" texturing and/or texturing similar to the wood or cement composite siding utilized on a majority of the exterior of the home. Vinyl, aluminum and steel soffit materials are prohibited.

WINDOWS AND DOORS.

- a. Windows, doors, patio doors and garage doors, of wood, vinyl or clad with vinyl or aluminum are acceptable.
- b. The size and location of windows and doors should be balanced and consistent on each elevation.
- c. Garage and service doors may be wood, steel or fiberglass and must have a raised panel or similar decorative design.

WINDOW/DOOR TRIM AND SHUTTERS.

- a. Window and other trim treatments should be consistent on all elevations.
- b. When shutters are used on the front of the home they must also be used on appropriate windows on the sides and rear. Shutters may be wood or vinyl and should be of a size, design and proportion to compliment the window characteristics.
- c. Trim at least 4" nominal in width must be used on all windows without shutters and on all doors.
- d. The ACC may require the placement of windows or other design features in blank wall areas regardless of interior furniture arrangement.

BAYS AND CHIMNEY CHASES.

- a. Bays and other projections which extend down to the top of the foundation level, must have a foundation beneath.
- b. Exterior chimney chases must be constructed on a foundation and extend beyond the roof line by a minimum of 2'-0". The exterior chase cladding must be masonry or match the exterior house siding and corner trim.
- c. Exterior chase enclosures commonly referred to as a "Dog House Projection" are prohibited.

EXTERIOR COLORS.

- a. The number of exterior colors should be kept to a minimum. It is recommended that a maximum of three colors be used on the exterior walls and trim; and one color for such items as shutters, trim and doors
- b. All exterior colors must be noted on the plans with their corresponding manufacturer's identification number and a sample of each color for ACC approval.

AWNINGS.

- a. All awnings require ACC approval.

PLUMBING AND ATTIC VENTS.

- a. Place all exposed plumbing vents to rear of house and paint to match roof color.
- b. Whenever possible and practical, place "pop up" attic vents where practical and preferably out of view from the street.

Section 4. CONSTRUCTION DURATION AND DAMAGE. Any Residence and attached garage to be constructed on a Lot shall be completed within one (1) year from the date of the start of excavation. Owners are responsible for any damage to the streets, curbs, gutters, sidewalks and/or street trees caused by Owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste and debris during construction.

Section 5. ARCHITECTURAL CONTROL SUBMITTAL. The final aesthetic control, guidance and approval for the individual site and building design will be performed by the ACC. The ACC will use Article III General Restrictions and Design Standards as a guide line of items to be completed but will also evaluate the compatibility and consistency the house design has to its neighbors and the neighborhood.

All building plans for any Residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the ACC and the ACC shall have approved the same in writing prior to Lot Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, patios, decks, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Prairie View are subject to the prior written approval of the ACC. The ACC's approval of building design, square footage, building location, and any other

restriction influencing the integrity and aesthetics of Prairie View shall be based upon the building and use restrictions contained in this Declaration and such standards as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The ACC shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform to buildings in close proximity. It is the intent of the ACC to maintain diversity and compatibility in design appearance in Prairie View.

Prior to application for a building permit, each Lot Owner shall submit the following documents to the Prairie View Architectural Control Committee c/o Homes By Towne of Wisconsin LLC, Attention: Janeen Wnuk, 710 N. Plankinton Ave., Milwaukee, Wisconsin 53203

- a. Three (3) sets of drawings (at a scale of either 1/8" or 1/4") of the proposed Residence showing, at a minimum: floor plans, elevations of all sides of the Residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the Residence on the Lot and any accessory buildings or amenities;
- b. Three (3) sets of the proposed grading and landscaping plans for the Lot;
- c. A plat of survey showing the location of the home, driveways, accessory buildings and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;
- d. Three (3) sets of architectural specifications for the above; and
- e. The address for mailing the written determination of the ACC.

All submissions shall contain sufficient detail as may be required by the ACC. The ACC shall review the plans submitted within thirty (30) days and render its written approval or rejection.

SECTION 6. GARAGES. All garages shall be attached to the Residence and all garages shall be constructed at the same time the Residence is constructed. Although garage entrances may be oriented toward the front of the Residence, Owners are encouraged to orient garage entrances oriented to the side of the Residence.

SECTION 7. DRIVEWAYS. All driveways shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with either asphalt, concrete or brick within one (1) year of the date of issuance of the Certificate of Occupancy for the Residence. No driveway or permanent vehicular access for any of the platted Lots of Prairie View will be granted from

Wauwatosa Road (State Highway 181).

SECTION 8. GRADING AND LANDSCAPING. All Lots shall be graded immediately upon completion of construction of a Residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan, or as may be amended by the Declarant, and the storm water management plan approved for Prairie View as approved by the City of Cedarburg. Strict compliance with such grading plan and the storm water management plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Owner's Lots.

Any excess soil resulting from excavations, grading or landscaping shall not be disposed of within Prairie View but must be transported off site at the Lot Owner's expense. Failure to comply with this provision shall render the violating Lot Owner liable for damages equal to the actual cost of removing, hauling and disposing of such excess soil plus a twenty percent (20%) supervisory fee.

Lots must be landscaped, including the additional trees as referenced below, and seeded or sodded within one (1) year after issuance of the Certificate of Occupancy for the Residence. Landscaping shall include the area between the front Lot line and the edge of the street pavement.

Street trees are required by the City of Cedarburg and specific tree species, sizes and locations have been approved by the City of Cedarburg. It is the responsibility of City of Cedarburg to plant the required initial street trees in accordance with the City of Cedarburg approved plans at the Declarant's expense.

Within one (1) year after issuance of the Certificate of Occupancy permit, the Lot Owner shall plant on its respective Lot at least two (2) additional trees, with a minimum trunk diameter of 1.5 inches at a point six (6) feet above the root system.

Plans showing exact locations and species of trees, shrubs, planting beds, hedges or mass screening plantings and construction details of walls, shall be submitted to and approved by the ACC prior to construction and/or planting.

SECTION 9. FENCING. Permitted fencing shall be security fencing around pools, four (4) foot black aluminum, wrought iron or similar type fencing approved by the ACC and approval and permitted by the City of Cedarburg if necessary. With Lots 30 through 34 backing up to the City Park, the ACC will consider for approval of six (6) foot black aluminum, wrought iron or similar type fencing in the rear yards along the rear lot lines only if found to be aesthetically in conformance with the overall landscape

planning of the respective Lot. The request of a six (6) foot fence needs to be approved by the ACC and permitted by the City of Cedarburg. No other fencing shall be allowed.

SECTION 10. MAILBOX. At the time of construction of a Residence, the Lot Owner shall install at the Lot Owner's expense, one (1) mailbox (the design and quality of which shall be specified by the Declarant), at a location on the Lot deemed appropriate by the Cedarburg Office of the U.S. Postal Service. The mailbox shall be maintained by the Lot Owner at its cost, in proper operating condition. If the Lot Owner fails to maintain the mailbox in proper operating condition, following fifteen (15) days prior written notice to the Lot Owner maintenance of the mailbox may be performed by the Declarant or Association and the cost of such maintenance shall be a Special Assessment against the Lot, payable according to the terms and conditions contained in Article V, Section 7 hereof.

SECTION 11. EASEMENTS. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for Prairie View or as subsequently created by recorded easement agreements. No permanent structure shall be placed within the easement areas which may damage or interfere with the installation and maintenance of the utilities or the intended use of such easement, including but not limited to drainage. The easement area of each Lot shall be maintained continuously by the Lot Owner.

Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within Prairie View the landscape features within the Outlots at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

SECTION 12. ACCESSORY BUILDING. Each Lot shall be permitted to erect one (1) accessory building or structure, provided that the design and construction materials are compatible and equal to the design and materials used for the primary Residence.

No accessory building or structure shall exceed one hundred twenty (120) square feet in floor area. Accessory building or structure location and height must conform to City of Cedarburg codes and require prior written approval by the ACC and the City of Cedarburg prior to construction.

SECTION 13. GENERAL PROHIBITIONS. The following constitute general restrictions on Lots in Prairie View:

- a. **Vehicle Storage.** There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant or the Prairie View Homeowner's Association Board. The outside storage or parking of commercial or recreational vehicles is expressly prohibited.
- b. **Satellite Dishes.** Satellite dish antennas shall be pedestal mounted and shall not have a diameter in excess of 39.37 inches (1 meter). No antenna or permitted satellite dish antenna shall be roof mounted and visible from any roadway, unless no other practicable location can be found and prior approval is granted by the ACC.
- c. **Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or other permitted improvement) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive in the opinion of the Declarant and/or the Prairie View Homeowner's Association Board.
- d. **Nuisances.** No obnoxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- e. **Pets.** No exterior attached or detached dog kennel or pet house attached or detached from the main structure shall be constructed or maintained on any Lot unless fully screened from neighboring Lots. No Lot Owner shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the City of Cedarburg ordinances covering such pets. Farm animals, poultry, horses, etc., and animals kept for commercial purposes shall be prohibited under any circumstances.
- f. **Refuse.** Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street. No burning of refuse shall be permitted.
- g. **Vision Corners.** No structure of any kind shall be permitted within a "vision corner" (as shown on the plat of Prairie View), which exceeds two (2) feet above the elevation of the intersection, except for necessary highway and traffic signs, public utility lines and open fences through which there is clear vision. No vegetation or other plant material shall be permitted which obscures safe vision of the approaches to any intersection in Prairie View.
- h. **Pool.** Above-ground pools and/or temporary pools with water depths that can exceed 18 inches in depth are strictly prohibited. In-ground pools with fence enclosures are allowed but require written approval by the ACC and the City of Cedarburg prior to

construction or set up of approved pool. Placement of an in-ground pool in the front or side yards is prohibited. Permanent "Hot Tub" structures are permitted if they are screened from adjacent Owner's Lots, are not visible from the public roadway and receive necessary approval from the ACC and the City of Cedarburg. Temporary "Hot Tub" structures are not permitted.

- i. **Playsets, Trampolines or Other Recreational Structures.** Playsets, trampolines or other recreational structures are permitted if they are not found to be a nuisance by the the Declarant, the Prairie View Homeowner's Association Board or other residents within Prairie View. Such structures are not to be visible from public roadways and must receive approval from the ACC and if necessary from the City of Cedarburg
- j. **Lot Modifications.** Modification to the landscape materials and design must be approved by The ACC.
- k. **Building Modifications.** Any exterior building modifications such as additions, remodels, materials and colors; but not limited to these items must be approved by the ACC. If the exterior colors remain the same as the originally approved colors, ACC approval will not be required.
- l. **Building and Lot Maintenance.** The Declarant, the Prairie View Homeowner's Association Board and Lot Owners have vested interest in the standards that will create a cohesive and aesthetically pleasing community. It is the collective responsibility of each and every Lot Owner to maintain their individual home and lot to preserve the long term livability and desirability of the community.

SECTION 13. LOT-SPECIFIC PROHIBITIONS. The following constitute specific restrictions on individual Lots in Prairie View, and nothing contained in this Section 14 shall in any manner invalidate the effect of the general restrictions contained in this Declaration.

- a. **Lots requiring Specific Residence Design.** Lots 2, 3, 4, 7, 8, 9, 10, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 29 of Phase I and Lots 38, 39, 41, 45, 46, 47, and 48 of Phase II require a partially exposed rear and/or side yard residence design.

Lots 42, 43, 44, 45, 46, 47, 48, and 49 are adjacent to a drainage easement and wetlands and a specific building orientation due to proximity to the drainage easement and wetlands may be necessary.

According to Section 13-1-110 (Ord. 2001-36) of the City of Cedarburg Codes the following wetland setback have been established:

1. 25' for principal buildings or principal structures including their attached garages and decks.
2. 5' for detached accessory buildings, detached accessory structures and parking areas.
3. Minor accessory structures, which do not involve grading or filling, including fences, light poles, flag poles, bird baths, lawn ornaments and landscaping/vegetation including trees and shrubs may be located immediately adjacent to wetlands.
4. The setbacks noted above in (1) and (2) shall be minimum setbacks unless a greater setback is required by other regulations.

b. **Wetlands.** The portions of Outlots 1, 4, and 6 which are indicated as wetland areas, on the final plat of Prairie View and recorded at the Ozaukee County Register of Deeds office, shall be preserved as wetlands and open space areas, with any improvements of such affected Outlots strictly limited to those areas outside the wetland boundaries. Unless otherwise approved by the City of Cedarburg and other jurisdictional governmental agencies including the Wisconsin Department of Natural Resources, all of the area included in the wetland areas shall remain and be retained in its natural, undisturbed state and shall be subject to the City of Cedarburg Municipal Code and the following restrictions:

1. Grading and filling shall be prohibited unless specifically authorized by the City of Cedarburg, and if applicable, the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of exotic or invasive species, or dead, diseased or dying vegetation at the discretion of landowner, forester or naturalist, and with the approval of the City of Cedarburg.
4. The introduction of plant material not indigenous to the existing environment of the Wetland Area shall be prohibited.
5. Construction of buildings is prohibited.
6. All buildings must be outside of the preservation areas shown on the approved Grading and Erosion Control plans prepared by National Survey and Engineering and dated January 31, 2006 with the latest revision dated August 22, 2006. Other revisions may have been made

during onsite construction activities following this final revision date.

In an effort to protect the natural resources and beauty of the area, disturbance of these areas is discouraged and is only permitted subject to approval by the City of Cedarburg and in compliance with the City of Cedarburg zoning ordinances, the Wisconsin Department of Natural Resources and other jurisdictional government agencies.

- c. **Utility and Public Drainage Easement.** An "Easement and Setback Sheet" page has been attached to the Final Plat of Prairie View subdivision and is part of the documentation recorded at the Ozaukee County Register of Deeds Office. Other easements may have been or may be recorded against the Outlots to accommodate utility, drainage or other purposes. The lands located within Outlots 1, 2, 4, 5, 6, and 7, besides the lands apparently utilized for the detention ponds and facilities are included in and are an integral part of the overall stormwater and drainage system for Prairie View. Temporary standing water may be found on the Outlots outside of the detention facilities or wetlands from time to time and this condition is expected and found to be acceptable.
- d. **Bedrock.** Bedrock has been found by the Declarant throughout Prairie View. Lots 9, 10, 11, 12, 13, 14, 27, 28, 29, 30, 31, 32, 33, 34, 35, 70, 71, 74, 76, 78 and 79 of Phase I and Lots 52, 61, 62, 63 and 64 of Phase II had blasting occur within the building pads of the grading plans to provide for and allow for the excavation of materials for the construction of basements and foundations for future homes to be built on the lots previously listed. Because Bedrock has been found throughout Prairie View, the Declarant is giving notice to all current and future homeowners that bedrock may be present below the surface on all lots and that may hamper and create additional construction costs for future construction of structures on any and all lots within Prairie View.
- e. **City Park.** Outlot 3 of the Final Plat of Prairie View has been dedicated to the City of Cedarburg for the lands to be used as a public park. Lots 30, 31, 32, 33, and 34 are adjacent to the City Park. The City has indicated that the park may be developed with a baseball diamond, public bathroom facilities and on-site parking; however the City has the right to develop, or not develop, the park, in the City's sole discretion.
- f. **Future Roads.** Certain roads in Prairie View terminate at the current boundaries of the subdivision. Owners are hereby put on notice that said roads may be connected with or extended to other roads in lands owned by others if such extension or connection is approved by the City of Cedarburg, Ozaukee County or other public entities having jurisdiction.

SECTION 14. CONSTRUCTION DEPOSIT. At the time of closing on a Lot, a construction deposit in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) ("Construction Deposit") shall be collected from the Owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Article III which deal with contractor cleanup, damage to street, curbs, gutters or sidewalks, installation of the required mailbox and security that the owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the Owner is unable to obtain compliance of its contractors, fails to install the requisite mailbox, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Owner upon completion and first occupancy of the residence, within thirty (30) days of Owner's written request.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE (ACC)

SECTION 1. CREATION. The ACC shall initially consist of three persons and those three individuals will be chosen by the Declarant. In the event of the death or resignation of any member of the ACC, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Prairie View. It is the express intent of Declarant that it shall appoint all of the members of the ACC until its ownership of real estate in Prairie View is fully relinquished. After Declarant's ownership has been relinquished, all members of the ACC shall immediately resign and an election shall be had by the Association to nominate and elect three new members of the ACC. Each Lot in Prairie View shall have one vote, regardless of the number of Lot Owners. A simple majority of votes cast shall elect each member of the ACC. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the ACC.

SECTION 2. PROCEDURE. Each Lot Owner shall file all plans, specifications, and other materials for the approval of the improvements of any Lot with the office of the Declarant, for referral to the ACC.

A response in writing setting forth the decision of the ACC and reasons thereof shall thereafter be transmitted to the applicant by the ACC within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot Owner. Builders and/or Lot Owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

In the event the ACC fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

ARTICLE V PRAIRIE VIEW HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES. The Prairie View Homeowners Association (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot Owners in Prairie View for the purpose of:

- a. Maintaining and promoting the desired character of Prairie View.
- b. Managing, maintaining and controlling common areas for the purpose of preserving wetlands, open space and trees and for the managing, maintaining and controlling of storm water detention areas pursuant to Prairie View Open Space and Storm Water Management Agreement dated November 10, 2006 and recorded at the Ozaukee County Register of Deeds.
- c. Managing, maintaining and controlling any future entry treatments and landscaping placed at any other future locations of Prairie View.

SECTION 2. INITIAL COMMITTEE/TERM. The Association shall be governed by a three member committee, hereinafter referred to as the "Committee", which shall be solely responsible for the activities of the Association.

The initial members of the committee have been appointed by the Declarant and within three months of the date seventy-six (76) lots (95%) in Prairie View have been sold, the three remaining members of the Committee appointed by Declarant shall be replaced with Lot Owners elected by the Association.

Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time prior to the time Declarant owns less than 95% of the Lots in Prairie View.

After the initial term as provided in Article V, Section 2 above, the term of office of each Committee member shall be two (2) years from the date of election. If any Committee member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Committee member

shall be filled by special election of the Association.

SECTION 3. MEMBERSHIP AND VOTING. Declarant and every Lot Owner in Prairie View shall be a member of the Association. Each such member shall be entitled to one vote for each Lot owned, whether the Lot is owned singularly or jointly.

SECTION 4. MEETINGS. All Committee meetings shall be open to all Lot Owners, and shall be held upon not less than three (3) days prior written notice to all of the Lot Owners. The presence of two (2) Committee members shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall call a meeting for all the Lot Owners of the Association no less than once per calendar year.

SECTION 5. COMMITTEE DUTIES. The Committee shall have the following duties:

- a. To provide for the maintenance of the entry treatments and landscaping, if applicable;
- b. To establish dates and procedures for the election of Committee members;
- c. To promulgate operational procedures for the conduct of Association and Committee business;
- d. To enforce the terms, conditions and restrictions contained in this Declaration; and
- e. To establish and maintain an ACC subsequent to the initial ACC established and controlled by the Declarant. Such ACC shall consist of three (3) persons appointed by the Committee. No Lot Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the ACC. Upon the delegation of the Declarant's authority under this Declaration, the ACC shall have all the rights and obligations of the Declarant.

SECTION 6. COMMITTEE POWERS. The Committee shall have the following powers:

- a. To take such action as may be necessary to cause the entry treatments, if applicable, and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;
- b. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
- c. To levy and collect assessments in accordance with the provisions of Article V, Section 7, below and;
- d. To take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

SECTION 7. ASSESSMENTS. The Committee shall levy and collect assessments in accordance with the following:

- a. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be 80. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain its Lot in accordance with the reasonable standard of Prairie View; maintain the mailbox required under Article III, Section 9 herein; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments." Specifics of such "Special Assessments" may be further explained, described and implemented through "Subdivision Rules and Regulations" that the Prairie View Homeowners Association Board may establish, amend or modify at their discretion in the future.
- b. Assessments shall be approved at a duly convened meeting of the Committee.
- c. Written notice of an Assessment shall be personally delivered to each Lot Owner or delivered by regular mail addressed to the last known address of such Lot Owner.
- d. Assessments shall be due and payable on or before 30 days after the mailing or personal delivery of the notice.
- e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until the Assessments have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Lot Owner against which the Assessment was made.
- f. The Committee may record a document with the Register of Deeds in Ozaukee County, Wisconsin, giving notice of a lien for any such unpaid Assessments and upon payment

or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot Owner.

- g. Upon application by a Lot Owner, any Committee member may, without calling a Committee meeting, provide to such Lot Owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Committee member, and (2) as to the existence of any unpaid Assessments or other amounts due the Association. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.
- h. Any lien for Assessments may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot Owner shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.

SECTION 8. LIMITATIONS. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Committee shall not have the power to make Additional Improvements costing in excess of Five Thousand Dollars (\$5,000.00) without the consent of ninety percent (90%) of the then-current Lot Owners.

SECTION 9. COMMITTEE LIABILITY. Members of the Committee shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

SECTION 10. NO WAIVER. Failure of the Association or the Committee to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. DURATION OF DECLARATION. This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current term a Notice of Termination is executed by the Lot Owners and mortgagees of at least sixty percent (60%) of all Lots, is consented to by the City of Cedarburg and is thereafter recorded in the Office of the Register of Deeds of Ozaukee County.

SECTION 2. BINDING EFFECT AND ENFORCEMENT. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot Owners.

The Declarant, Association or any Lot Owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot Owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorney fees, incurred by the Declarant, Association or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot Owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the ACC shall, at the ACC's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

SECTION 3. AMENDMENT. Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by Lot Owners having at least Sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Ozaukee County, Wisconsin.

SECTION 4. EFFECT ON MORTGAGES OR DEEDS OF TRUST. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Prairie View. The Terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

SECTION 5. DECLARANT'S ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

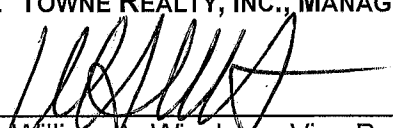
SECTION 6. ADDRESS NOTIFICATION. Each Lot Owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot Owner at the last address filed shall be sufficient and proper notice to the Lot Owner whenever notices are required.

Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to Prairie View Development LLC at 710 North Plankinton Avenue, Suite 1100, Milwaukee, Wisconsin 53203.

SECTION 7. CONFLICTS. In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the City of Cedarburg or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

In Witness whereof, the undersigned has executed this Declaration this 17th day of September, 2013.

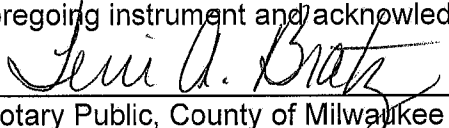
Prairie View Development LLC
By: **TOWNE REALTY, INC., MANAGER**


By: William A. Wigchers, Vice President

State of Wisconsin

County of Ozaukee

Personally came before me this 17th day of September, 2013, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.


Notary Public, County of Milwaukee
State of Wisconsin
My Commission expires 6/17/17



This instrument was drafted by and should be returned to:
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue
Milwaukee, WI 53203

EXHIBIT A **TAX KEY NUMBERS**

Prairie View Subdivision, Cedarburg, Wisconsin

<u>Lot Number</u>	<u>Tax Key Number</u>	<u>Lot Number</u>	<u>Tax Key Number</u>
1	#13-214-0001.00	41	#13-214-0041.00
2	#13-214-0002.00	42	#13-214-0042.00
3	#13-214-0003.00	43	#13-214-0043.00
4	#13-214-0004.00	44	#13-214-0044.00
5	#13-214-0005.00	45	#13-214-0045.00
6	#13-214-0006.00	46	#13-214-0046.00
7	#13-214-0007.00	47	#13-214-0047.00
8	#13-214-0008.00	48	#13-214-0048.00
9	#13-214-0009.00	49	#13-214-0049.00
10	#13-214-0010.00	50	#13-214-0050.00
11	#13-214-0011.00	51	#13-214-0051.00
12	#13-214-0012.00	52	#13-214-0052.00
13	#13-214-0013.00	53	#13-214-0053.00
14	#13-214-0014.00	54	#13-214-0054.00
15	#13-214-0015.00	55	#13-214-0055.00
16	#13-214-0016.00	56	#13-214-0056.00
17	#13-214-0017.00	57	#13-214-0057.00
18	#13-214-0018.00	58	#13-214-0058.00
19	#13-214-0019.00	59	#13-214-0059.00
20	#13-214-0020.00	60	#13-214-0060.00
21	#13-214-0021.00	61	#13-214-0061.00
22	#13-214-0022.00	62	#13-214-0062.00
23	#13-214-0023.00	63	#13-214-0063.00
24	#13-214-0024.00	64	#13-214-0064.00
25	#13-214-0025.00	65	#13-214-0065.00
26	#13-214-0026.00	66	#13-214-0066.00
27	#13-214-0027.00	67	#13-214-0067.00
28	#13-214-0028.00	68	#13-214-0068.00
29	#13-214-0029.00	69	#13-214-0069.00
30	#13-214-0030.00	70	#13-214-0070.00
31	#13-214-0031.00	71	#13-214-0071.00
32	#13-214-0032.00	72	#13-214-0072.00
33	#13-214-0033.00	73	#13-214-0073.00
34	#13-214-0034.00	74	#13-214-0074.00
35	#13-214-0035.00	75	#13-214-0075.00
36	#13-214-0036.00	76	#13-214-0076.00
37	#13-214-0037.00	77	#13-214-0077.00
38	#13-214-0038.00	78	#13-214-0078.00
39	#13-214-0039.00	79	#13-214-0079.00
40	#13-214-0040.00	80	#13-214-0080.00

**EXHIBIT A
TAX KEY NUMBERS CONTINUED**

Outlots

<u>Outlot Number</u>	<u>Tax Key Number</u>
1	13-214-0000.011
2	13-214-0000.002
4	13-214-0000.004
5	13-214-0000.005
6	13-214-0000.006
7	13-214-0000.007

Note : Outlot 3 is land dedicated to the City for a park.

**EXHIBIT B
LEGAL DESCRIPTION AND FINAL PLAT**

PRAIRIE VIEW SUBDIVISION

PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, IN TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 02°27'43" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 2243.61 FEET TO A POINT; THENCE SOUTH 87°45'21" WEST 1312.88 FEET TO A POINT; THENCE NORTH 02°40'04" WEST 295.12 FEET TO A POINT; THENCE SOUTH 87°45'21" WEST 650.39 FEET TO A POINT; THENCE NORTH 02°15'04" WEST 1282.63 FEET TO A POINT; THENCE NORTH 87°54'22" EAST 641.08 FEET TO A POINT; THENCE NORTH 02°40'03" WEST 670.99 FEET TO A POINT IN THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 87°54'18" EAST ALONG SAID NORTH LINE 66.00 FEET TO A POINT; THENCE SOUTH 02°40'03" EAST 322.36 FEET TO A POINT; THENCE NORTH 87°54'18" EAST 617.11 FEET TO A POINT; THENCE NORTH 02°40'03" WEST 322.36 FEET TO THE AFORESAID NORTH LINE; THENCE NORTH 87°54'18" EAST ALONG SAID NORTH LINE 637.85 FEET TO THE POINT OF BEGINNING. CONTAINING 82.315 ACRES.

PREPARE BY: JOHN P. CASUCCI, RLS
PROJECT NO.: 161912
DATE: 10-15-2006

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