Document Number	Document Title
	SECOND SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION

1151556
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
08/23/2023 08:01 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 154
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area

Name and Return Address

111 EAST KILBOURN AVENUE
SUITE 1400
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

SECOND SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION

THIS SECOND SUPPLEMENTAL DECLARATION (this **"Second Supplemental Declaration"**) is made and entered into as of this 9th day of August, 2023 by and among Black Cap Halcyon Holdings, LLC, and its successors and assigns, whose post office address is 342 N. Water Street, Suite 600, Milwaukee, Wisconsin 53202, hereinafter referred to as "the **DECLARANT".**

WITNESSETH

WHEREAS, the Declarant has executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions of Final Plats of Prairie's Edge dated July 14, 2021 and recorded with the Ozaukee County Register of Deeds on July 16, 2021 as Document No. 1121724, a copy of which is attached hereto as Exhibit 1 (the "**Master Declaration**") which was recorded against all of Lot 1 of CSM 4013 and Lot 1 of CSM 4142;

WHEREAS, the Declarant has executed and recorded that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions of Prairie's Edge Subdivision dated April 17, 2023 and recorded with the Ozaukee County Register of Deeds on April 18, 2023 as Document No. 1147628, as amended by that certain Amendment to First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions of Prairie's Edge Subdivision dated August 9, 2023 and recorded with the Ozaukee County Register of Deeds on August 21, 2023 as Document No. 1151504 a copy of which is attached hereto as Exhibit 2 (collectively the "**First Supplement**");

WHEREAS, pursuant to Article II of the Master Declaration, Declarant is entitled to add the Additional Property (as defined in the Master Declaration) to the Master Declaration;

WHEREAS, pursuant to Article XI of the Master Declaration, Declarant is entitled to amend the Master Declaration as set forth in Article XI and such amendments to the Master Declaration are set forth herein, and therefore, this Second Supplemental Declaration shall run with the land for the entire Prairie's Edge Subdivision as set forth on the attached Exhibit 3;

WHEREAS, Declarant desires to add the South Phase Property (as defined in the Master Declaration) and as described on Exhibit 4 attached hereto, and as described to the Master Declaration such that the South Phase Property shall be subject to all of the terms and conditions of the Master Declaration and First Supplement pursuant to this Second Supplemental Declaration which shall be a Supplemental Declaration as defined in the Master Declaration and shall run with the

land (some of the provisions of the First Supplement are being restated within this Second Supplemental Declaration);

ARTICLE I

DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings given to them in the Master Declaration, or First Supplement, as may be applicable, except as amended herein.

The following words when used in this Second Supplemental Declaration and the Master Declaration shall the following meanings:

a. **"Development Plan"** – Exhibit C to the Master Declaration which is a non-binding, general scheme of intended uses of the lands, shall be deleted and replaced with the Exhibit C to this Second Supplemental Declaration

b. **"Common Property"** – Exhibit B to the Master Declaration shall be supplemented with the Exhibit B to this Second Supplemental Declaration which shall be an addition to the Common Property depicted in Exhibit B to the Master Declaration

c. **"Neighborhood Common Property"** – Exhibit B to the Master Declaration shall be supplemented with the Exhibit B to this Second Supplemental Declaration which shall be an addition to the Common Property depicted in Exhibit B to the Master Declaration.

d. **"Owner"** (or "**Owners**" if plural) as set forth in the Master Declaration shall be deleted and replaced with the following: **"Owner"** (or "**Owners**" if plural) shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in the Prairie's Edge Subdivision; but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in the Prairie's Edge Subdivision, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

e. **"Plat"** shall mean and refer to the Final Plat as submitted for the North Phase Property of Prairie's Edge Subdivision set forth in Exhibit "D-1", the Final Plat for the Center Phase Property of Prairie's Edge Subdivision set forth in Exhibit "D-2", the Final Plat as submitted for the South Phase Property of Prairie's Edge

Subdivision set forth in Exhibit "D-3", and such other plats as may be recorded from time to time.

f. "**Private Street**" or "**Private Drive**" shall mean those areas set forth on the final plats for the North Phase Property, the CBRF Property, the Center Phase Property and the South Phase Property which are designated as a "Private Street" or a "Private Drive", which includes cul-de-sacs, lanes, alleys and public parking areas all of which shall be deemed Common Property.

g. **"South Phase Property"** - Exhibit F to the Master Declaration shall be deleted and replaced with the Exhibit F to this Second Supplemental Declaration. For clarification, the South Phase Property includes that land set forth in the metes and bounds legal description of Exhibit F.

ARTICLE II

ADDITIONAL PROPERTY

Section 1. Property Subject to the Master Declaration. The South Phase Property is and shall be held, transferred and occupied subject to the Master Declaration, First Supplement, this Second Supplemental Declaration, and any amendments and/or supplements thereto. The South Phase Property is being added to the Master Declaration for the purpose of annexing such property to the scheme of the Master Declaration and extending the jurisdiction of the Association to the South Phase Property. Each Owner of each Parcel in the South Phase Property shall be Members of both the Association and a Neighborhood Association.

Section 2. Common Property. The Neighborhood Common Property and Common Property for the South Phase Property shall be as set forth in Exhibit B attached to this Second Supplemental Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. The second paragraph within Section 5 of Article VII shall be deleted and replaced with the following:

The initial annual Residential Unit assessments in the North Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which this Master Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual assessments for the CBRF Property within the North Phase Property shall be Forty Thousand and 00/100 Dollars ($40,000.00) (prorated for calendar year in which this Master Declaration is recorded) as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors.

The initial annual Residential Unit assessments in the Center Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which the First Supplemental Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual assessments for each Commercial Unit within the Center Phase Property shall be One Dollar and 25/100 Dollars ($1.25) per square foot of gross building area (prorated for the calendar year in which the First Supplemental Declaration is recorded) as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual Residential Unit assessments in the South Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which this Second Supplemental Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The first annual assessment for each Residential Unit shall be due and payable at the time any Residential Unit is first occupied or at the closing of the sale of such Residential Unit, whichever is sooner. The first annual assessment for the CBRF Property and for each Commercial Unit shall be due and payable at the time of issuance of a building permit. All annual assessments shall continue on an annual basis in such amounts as may be determined by the Declarant, and on and after the Voting Date then by the Board of Directors.

ARTICLE IV

ARCHITECTURAL REVIEW BOARD

Restated from the First Supplement: The following shall be added to Article VIII of the Master Declaration:

Section 1. The following shall be added as Section 8 of Article XVII of the Master Declaration: Section 8. Fees. In conjunction with the transfer or sale of any lot or parcel to any Owner, Owner shall pay the Association a transfer fee of $250.00 or such other amount as may be determined by the Association from time to time. Each Owner shall, prior to Owner's request to the ARB for approval of Plans (as set forth in Article VIII, Section 2 of the Master Declaration) obtain express written approval from Declarant and ARB of Owner's desired homebuilder, except that Declarant may, in writing to the ARB, designate another party to provide such approval. If Owner's desired homebuilder is not a preferred homebuilder, Owner shall submit a request to the ARB for approval of Owner's desired homebuilder (the **"Homebuilder Approval Request"**). If Owner's Homebuilder Approval Request is approved, Owner or its homebuilder shall pay to Declarant, or as otherwise directed in writing by the Declarant, a fee of Five Thousand and 00/100 Dollars ($5,000.00) (the "**Homebuilder Fee**"). In addition to the Homebuilder Fee, each Owner shall pay to the Association a plan review fee of $750.00 plus any costs incurred by the Association and/or ARB in retaining third parties, including Declarant and its affiliates, to review the plans (i.e.

architectural review and/or engineering review). The ARB may amend the Homebuilder Fee and Plan Review Fees from time to time. Declarant may waive the Homebuilder Fee or Plan Review Fees in writing for unmodified prototype models or for any homebuilder which is a preferred homebuilder(s) at its sole discretion

ARTICLE V

Master Grading Plan

The following shall be added to Article X of the Master Declaration:

Section 33. Owner(s) shall strictly adhere to and finish grade their Parcel in accordance with the Master Grading Plan as approved by the City of Port Washington, on file with Declarant and in the office of the City Building Inspector for the City of Port Washington unless a change is specifically approved by the Association or Declarant, in writing. Owner(s) shall pay to the Association and/or Declarant reasonable fees for reviewing proposed changes to the approved grading plan, and including, but not limited to, charges from third parties such as attorneys, civil engineers, surveyors, etc. Declarant, the Association, the City of Port Washington and/or their or their agents, employees, contractors, and subcontractors, shall have the right to enter upon any Parcel at any time for the purposes of inspection, maintenance and/or correction of any drainage conditions, and if any violations are discovered, then Owner(s) shall be responsible for the cost of such inspection, maintenance and/or correction.

Section 34. Owner(s) shall complete installation of the approved landscape plans within the earlier to occur of (1) 18 months following issuance of Certificate of Occupancy by the municipality or other authorized body; or (2) within twelve (12) months of the move-in date.

Section 35. The location of any exterior generators requires ARB approval. A "Request for Design Approval" form with attached improvement drawing must be submitted to the ARB for approval. Appearances, screening and location will be considered.

Section 36. The location of any solar panels requires ARB approval. A "Request for Design Approval" form with attached improvement drawing must be submitted to the ARB for approval. The ARB will consider the visual appearance, lighting, electrical connections to the power grid, setback distances, maximum audible sound levels, shadow flicker, proper means of measuring noise, interference with radio, telephone, or television signals, health effects, and other reasonably appropriate matters.

ARTICLE VI

CONSTRUCTION REQUIREMENTS/DECLARANT RIGHT OF FIRST REFUSAL/DECLARANT RECAPTURE RIGHTS

Article XVII of the Master Declaration shall be clarified as follows: the statement in Article XVII which states "(1) 24 months after acquiring title to the Parcel" shall refer only to the initial conveyance of a Parcel from the Declarant to a Lot Owner (i.e. the 24 month period does not reset upon a subsequent conveyance by a Lot Owner).

ARTICLE VII

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Second Supplemental Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein. Any notice to be given to the Board of Directors, the Declarant and the ARB shall be given to the Declarant's Legal Representative and to Declarant (and with respect to Declarant and the ARB at the address set forth in the introductory paragraph of this Declaration) unless otherwise designated by Declarant in writing, until the occurrence of the Voting Date and thereafter to such address as may be designated by the Board of Directors.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Second Supplemental Declaration.

Section 5. Recitals. The recitals set forth in this Second Supplemental Declaration are true and correct, and incorporated by reference as if more fully set forth in this Second Supplemental Declaration.

Section 6. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Second Supplemental Declaration, the First Supplement, the Master Declaration, the Association bylaws, or the Neighborhood Association bylaws, the terms, conditions and provisions of this Second Supplemental Declaration shall prevail.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

[signatures appear on next page]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

DECLARANT:

Black Cap Halcyon Holdings, LLC,
a Wisconsin limited liability company

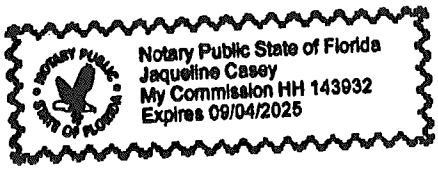
By: BCH Management, LLC, its Manager

By: _____
Anthony D. Polston, Manager

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anthony D. Polston, well known to me, and he acknowledged executing the foregoing Second Supplemental Declaration, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said company.

WITNESS my hand and official seal in the County and State last aforesaid on this 9 day of August, 2023.



_____
Name: Jaqueline Casey
Notary Public State of Florida
My Commission Expires: 9/4/2025

EXHIBIT 1

Master Declaration

1151556 - 10
1121724 - 1

MASTER DECLARATION

Document Number | Document Title

MASTER DECLARATION OF COVENANT'S, CONDITIONS AND RESTRICTIONS OF FINAL PLATS OF PRAIRIE'S EDGE

1121724
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
07/16/2021 08:01 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 100
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area

Name and Return Address
Lisa Wood
Davis & Kuelthau, s.c.
111 E. Kilbourn Avenue #1400
Milwauke, WI 53202

part of 16-194-0001.008

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF FINAL PLATS OF PRAIRIE'S EDGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FINAL PLATS OF PRAIRIE'S EDGE (the "**Master Declaration**"), made this 14th day of July, 2021, by Black Cap Halcyon Holdings, LLC, and its successors and assigns, whose post office address is 342 N. Water Street, Suite 600, Milwaukee, Wisconsin 53202, hereinafter referred to as "the **DECLARANT**",

WITNESSETH

WHEREAS, the Declarant is the owner of the real property situated lying and being in Ozaukee County, Wisconsin, and described on Exhibit "A-1" attached hereto and incorporated herein by this reference, hereinafter referred to herein as the "**North Phase Property**" which is a part of the Prairie's Edge Subdivision; and

WHEREAS, the Declarant is the owner of the real property situated lying and being in Ozaukee County, Wisconsin, and described on Exhibit "A-2" attached hereto and incorporated herein by this reference, hereinafter referred to herein as the "**CBRF Property**" which is a part of the "Prairie's Edge Subdivision (although not a part of the North Phase Property); and

WHEREAS, it is contemplated that the North Phase Property and Additional Properties, as hereinafter defined, will be developed as a mixed use development comprised of various residential and commercial uses with private streets, walkways, open spaces, buffers, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in The Properties, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, walkways, stormwater drainage and retention areas and improvements, open spaces, buffers, recreational areas and facilities, and other common areas and improvements located in The Properties, and, to this end, desires to subject the North Phase Property, CBRF Property and each Additional Property, when and if annexed, to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to The Properties; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create non-profit corporations to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the North Phase Property, CBRF Property, and, upon annexation, each Additional Property are and shall be held, transferred, sold, conveyed, mortgaged, or otherwise encumbered and

occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

ARTICLE I

DEFINITIONS

The following words when used in this Master Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Additional Property" or "Additional Properties"** shall mean and refer to those real properties, together with any improvements thereon, other than the North Phase Property and CBRF Property, which are made subject to this Master Declaration under the provisions of Article II hereof, including but not limited to the Center Phase Property and the South Phase Property.

b. **"Association"** shall mean and refer to Prairie's Edge Master Association, Inc., a Wisconsin corporation not for profit, or its successors and assigns.

c. **"Board of Directors"** or **"Board"** shall mean the board of directors of the Association. Declarant shall appoint the initial Board as more fully set forth in this Agreement and in the Bylaws.

d. **"Bylaws"** shall mean the bylaws adopted by the Association.

e. "**CBRF Property**" shall mean that real property known as Lot 1 of Certified Survey Map No. 4142 recorded with the Ozaukee County Register of Deeds on June 4, 2021 as Document No. 1119178, and attached hereto on Exhibit "A-2" which CBRF Property shall be subject to this Master Declaration.

f. **"Center Phase Property"** shall mean and refer to the real property which is a part of the Additional Property and is further described on Exhibit "E", as may be amended upon filing of the Supplemental Declaration and Plat.

g. **"Commercial Unit"** shall mean and refer to each Parcel of The Properties which is held, or used, or zoned as an RM4 or B2 Parcel, or occupied, for commercial or mixed use purposes (whether vacant or improved)(consisting of both commercial and residential uses within one building), including without limitation each lot (together with the building, if any, constructed thereon), condominium unit, and any other form of commercial occupancy or ownership now existing or hereafter created. "Commercial Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Commercial Unit. A Commercial Unit may include condominium units, (but specifically excluding the Townhome

Condominiums), Multi-Family Apartments, a building containing both Multi-Family Apartments and commercial/retail stores and/or offices and the CBRF Property. A Commercial Unit shall specifically exclude the Townhome Condominiums, Residential Cottages, any Residential Unit and the storm pond parcel.

h. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, management, maintenance and improvement of any Common Property, and including any reserves established or deemed appropriate by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the Bylaws, and the Articles of Incorporation of the Association.

i. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association as a Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated as "Common Property" on the attached Exhibit "B" and which Common Property is designated for ownership and maintenance by the Association, specifically including, but not limited to, all sidewalks, and the Public Use Lands (including the planned recreational Trail), planned community room, and roads. Notwithstanding anything to the contrary herein, Declarant shall be entitled to grant a license to the public for the purpose of using the planned Trail to be located within the North Phase Property, Center Phase Property and South Phase Property. Common Property is limited to the use by Members of the Association, unless otherwise explicitly authorized by the Declarant or the Board of Directors, subject to rules and regulations set forth herein, as may be amended from time to time.

j. **"The Declarant"** shall mean and refer to Black Cap Halcyon Holdings, LLC, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

k. **"Declarant's Legal Representative"** shall be Lisa Wood of Davis & Kuelthau, s.c, 111 E. Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202, or as may be designated in writing by Declarant to the Association.

l. **"Declarant's Affiliate"** shall mean any entity which is controlling, controlled by, or under common control of Black Cap Halcyon Holdings, LLC.

m. **"Development Plan"** shall mean and refer to the **NON-BINDING, GENERAL SCHEME OF INTENDED USES OF THE LANDS** included in Declarant's Final Plat North Phase Prairie's Edge, Preliminary Plat Center Phase Prairie's Edge and Preliminary Plat South Phase Prairie's Edge (as to the North Phase Property, and the Additional Properties), as approved by the City of Port Washington Common Council and the Wisconsin Department of

Administration, as amended from time to time, and further described in Section 4, Article II of this Master Declaration and illustrated by Exhibit "C". The Development Plan consists of residential uses, commercial uses, condominium units and public uses.

n. **"Master Landscape Plan"** shall mean that certain master landscape plan approved by the City of Port Washington.

o. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof, and also, as to each Neighborhood Association, to each Owner which may also be a member of said Neighborhood Association created pursuant to the terms of this Master Declaration or any Supplemental Declaration.

p. **"Multi-Family Apartments"** shall mean multiple residential units in a single building which units are not in a condominium form of ownership to be located in the Center Phase Property. Multi-Family Apartments shall be a part of the Commercial Units.

q. **"Neighborhood"** shall mean and refer to the Parcels located within each of the following (which terms are defined in Article V, Sections 4-6), with the Parcels within each listed association consisting collectively as a separate "Neighborhood" (i) Townhome Condominiums Association; (ii) the Residential Cottages Association; (iii) and the Apartment and Commercial Association; and (iv) as may be specifically designated by this Master Declaration or any Supplemental Declaration as having separate Neighborhood status. In the absence of a specific designation of separate Neighborhood status, all property made subject to this Master Declaration shall be considered as part of the same Neighborhood. The Declarant may designate in any Supplemental Declaration annexing Additional Property, or such other property that such property constitutes a separate Neighborhood or Neighborhoods or that it is being added to a then-existing Neighborhood.

r. **"Neighborhood Assessments"** shall mean and refer to assessments from time to time levied by the Association or any Neighborhood Association for Neighborhood Common Expenses when authorized by this Master Declaration, any Supplemental Declaration, or by the Board of Directors of the Association or of any Neighborhood Association. Neighborhood Assessments may be levied only against the Owners of Parcels in the Neighborhood(s) for which the particular Neighborhood Common Expense is to be incurred. Neighborhood Assessments shall be levied uniformly, except as set forth below, in the affected Neighborhood according to each type of Residential Unit, or Commercial Unit, as the case may be. The size of a unit may be considered a reasonable basis to discriminate between assessments levied on various units within a Neighborhood.

s. **"Neighborhood Association"** shall mean and refer to any association or similar entity of limited jurisdiction established pursuant to Section 3 of Article V of this Master Declaration in connection with the development of any Neighborhood for the purpose of representing the Owners who are members of the Master Association, appointing a President of each Neighborhood Association for the purpose of serving on the Association Board of Directors and acting as the Voting Delegate, and owning, operating or maintaining Neighborhood Common Property or attending to affairs and levying assessments unique to such

Neighborhood and the Residential Units, or Commercial Units, as the case may be, located therein. Said Neighborhood Associations shall, as may be applicable, each maintain the Neighborhood Common Property to the same standards as Association Common Property. A Neighborhood Association may also consist of a condominium association.

t. **"Neighborhood Board of Directors"** shall mean and refer to a Board of Directors initially appointed by the Declarant and thereafter by the Owners of a Parcel within a Neighborhood and given such duties and powers within a specified Neighborhood as shall be imposed and conferred upon it by any Supplemental Declaration and/or the Neighborhood Association bylaws, including without limitation the duty to levy the Neighborhood Assessments to be paid by the Owners in the affected Neighborhood for Neighborhood Common Expense. The composition of the Neighborhood Board of Directors and manner and terms of appointment shall be as specified in the relevant Supplemental Declaration and/or Neighborhood Association bylaws. Each Neighborhood Board of Directors shall initially be comprised of three (3) directors. Each Neighborhood Board of Directors shall at all times be subject to the paramount authority of the Association Board of Directors, but this provision shall not be construed to give said Association the right or duty in any Neighborhood which is a condominium the responsibility for operation of a condominium project.

u. **"Neighborhood Common Expense"** shall mean and refer any costs and expenses incurred directly by a Neighborhood Association for services rendered or expenses incurred which are not of general benefit to all Owners or occupants within the Association, but rather primarily for the benefit of and intended to be borne by the Owners of Parcels within a particular Neighborhood. Expenses incurred for the operation, management, maintenance and improvement of Neighborhood Common Property and including any reserves established or deemed appropriate by the Neighborhood Association shall be Neighborhood Common Expenses and shall be charged by the Association to the Neighborhood Association(s) which Neighborhood Association(s) will be reimbursed through separate Neighborhood Assessments.

v. **"Neighborhood Common Property"** shall mean and refer to those lands and any improvements thereon which may be designated by the Declarant, or the Association after the Voting Date, as "Neighborhood Common Property" on the Attached Exhibit "B", or in any Supplemental Declaration, which said lands or facilities are intended to be devoted exclusively to the use and enjoyment of the Owners of Parcels located within a particular Neighborhood or Neighborhoods (as further defined on Exhibit "B"). The costs of operation, maintenance and improvements of Neighborhood Common Property shall be borne by the appropriate Neighborhood Association or Neighborhood Association(s) if the use is available to more than one Neighborhood. Neighborhood Common Property may be conveyed by the Declarant to the Association or to any Neighborhood Association for the purpose of operation, management, maintenance and improvement. Expenses shall be a Neighborhood Common Expense and charged as a Neighborhood Assessment. Any designations of Neighborhood Common Property shall be set forth on Exhibit "B", or in a Supplemental Declaration or kept on file with the Association until such time as the next Supplemental Declaration is recorded, if ever. The intended purpose of "Neighborhood Common Property" is to allow for the Owners within each Neighborhood, and each respective Neighborhood Association, subject to the approval of the Association, to provide for additional exclusive amenities or services that may be

desired by one or more such Neighborhoods that enhance (i.e. are "above and beyond") those provided by the Association. The intent is not to create or establish separate management, operation or maintenance of each Neighborhood nor to detract from efficiencies and uniform levels of management, operation or maintenance by the Association.

w. "North Phase Property" shall mean and refer to the real property set forth in that certain Final Plat Prairie's Edge North Phase recorded with the Ozaukee County Register of Deeds on June 30, 2021 as Document No. 1120734 as further set forth on Exhibit "A-1" attached to this Master Declaration.

x. "Owner" (or "**Owners**" if plural) shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (excluding the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

y. "Parcel" (or "**Parcels**" if plural) shall mean and refer to each Residential Unit and Commercial Unit, from time to time subject to the terms of this Master Declaration, as may be amended by a Supplemental Declaration.

z. "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support, situate or intended to be situate on the boundary line between adjoining, separately-owned improvements.

aa. "Plat" shall mean and refer to the Final Plat as submitted for the North Phase Property of Prairie's Edge Subdivision set forth in Exhibit "D" along with subsequent plats recorded for the Center Phase Property, the South Phase Property and such other plats as may be recorded from time to time which includes the Additional Properties.

bb. "Pocket Homes" (and singularly a **"Pocket Home")** shall mean and refer to a cluster of sixteen (16) dwellings located in the South Phase Property which Parcels within the Pocket Home area are uniform in size and configuration with the dwellings oriented around a common open space with the front of each of the dwellings facing the common open space.

cc. "Prairie's Edge Subdivision" shall mean the North Phase Property, the CBRF Property, the Center Phase Property, the South Phase Property, and The Properties, collectively.

dd. "The Properties" shall mean and refer to the North Phase Property and the CBRF Property, together with such Additional Properties as may be annexed thereto, and

submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.

ee. "Public Use Land" shall mean that certain land to be dedicated by Declarant for conservation and/or public good, use and/or enjoyment, which may include the recreational Trail and Dedicated Improvements as defined in the Master Development Agreement executed by Declarant and the City of Port Washington, or owned by the Association and licensed for use to the public via license or easement.

ff. "Residential Cottages" shall mean those certain detached single family homes which are Residential Units and shall be located within the North Phase Property, the Center Phase Property and the South Phase Property and as may be set forth in the Supplemental Declaration and any Plat.

gg. "Residential Unit" shall mean and refer to each separately described portion of The Properties which is zoned RS-5 or RM-2, or used, or intended to be used as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), Residential Cottages, Pocket Homes, Townhome Condominiums, and attached and detached dwellings and residential condominiums. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit. A Residential Unit shall include all residential condominium units, Townhome Condominiums and Residential Cottages. A Residential Unit shall specifically exclude any apartments within the CBRF Property, Multi-Family Apartments and any Commercial Unit.

hh. "Soil Erosion Plan" shall mean that certain soil erosion plan approved by with the City of Port Washington, as amended from time to time.

ii. "South Phase Property" shall mean and refer to the real property which is a part of the Additional Property and is further described on Exhibit "F", as may be amended upon filing of the Supplemental Declaration and Plat.

jj. "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the Additional Property, if any of the Additional Property is not owned by Declarant, which extends the provisions of this Master Declaration to Additional Property.

kk. "Surface Water or Stormwater Management System" means (i) a system consistent with that certain Storm Water Management Plan approved by the City of Port Washington, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and the quality of discharges; and (ii) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the District (as hereinafter defined). Any repair or reconstruction of

the surface water or stormwater management system shall be as permitted, or, if modified, as approved by the District.

ll. "**Townhome Condominiums**" shall mean the townhome condominiums which are Residential Units, to be located on the Additional Properties as further defined in the Supplemental Declaration.

mm. "Voting Delegate" shall mean the representative selected by the Owners within each Neighborhood Association to be responsible for casting all votes attributable to the Residential Units and the Commercial Units in such Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the Bylaws). The term "Voting Delegate" shall also refer to an alternate Voting Delegate acting in the absence of a Voting Delegate. The Voting Delegate elected by each Neighborhood Association shall also be the President of the Neighborhood Association.

nn. "Warranty Maintenance Schedules" shall mean the warranty maintenance schedules to be provided by the architects, engineers and contractors upon substantial completion of the various buildings or other improvements to be constructed (which are to be maintained by the Association or any Neighborhood Association), as amended from time to time and dependent upon the completion of the buildings and as may be provided by the Declarant to the Association which initial Warranty Maintenance Schedules, if any, shall be maintained by the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Master Declaration. The North Phase Property and the CBRF Property is and shall be held, transferred and occupied subject to this Master Declaration. The Additional Properties may be added to this Master Declaration as set forth in Section 2 below.

Section 2. Additional Property. The Declarant (joined by the owner of the lands within the Additional Property if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Master Declaration, as Additional Property, additional properties within the Development Plan (including but not limited to the Center Phase Property, and the South Phase Property) and additional properties adjacent to the properties in the Development Plan at any time within twenty (20) years from the date this Master Declaration has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of The Properties, any mortgage or lienholder, or anyone else and which may designate the nature of the Additional Properties and the votes associated therewith.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Master Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the North Phase Property.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property, as may be designated in the Supplemental Declaration, so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands (the Additional Property).

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association.

As to any Additional Property brought within the scheme of this Master Declaration, the Declarant may also subject such property to a declaration of condominium or other covenants and restrictions not inconsistent with this Master Declaration, and may create an additional Neighborhood Association for the purpose of owning, operating, governing, representing, voting, maintaining or improving Neighborhood Common Property within the Additional Property and performing the functions and fulfilling the obligations of a Neighborhood Association. Any additional Neighborhood Association shall be subject to this Master Declaration. In the event an additional Neighborhood Association is created with respect to any Additional Property, the Owners in the Additional Property affected by the Supplemental Declaration shall be Members of both the Association and a Neighborhood Association.

Section 4. Non-Binding General Plan of Development.

a. **Purpose.** The Development Plan, illustrated by Exhibit "C" attached hereto, is the dynamic design for the development of Declarant's mixed use planned development entitled "**Prairie's Edge**" which may be modified and amended by the Declarant. The Development Plan shall not bind the Declarant to make the additions to The Properties which are shown on the Development Plan or to improve any portion of such real estate in accordance therewith. Nothing herein shall be interpreted as requiring annexation of any of said lands or, if annexed, that they be annexed in any particular sequence or configuration or that they be annexed in whole tracts. Nothing in this Master Declaration or in any Supplemental Declaration shall be construed to affect or encumber any portion of the lands in the Development Plan prior to annexation. No Owner, occupant or association (including the

Association and any Neighborhood Association) shall have any rights to or jurisdiction over the said lands and improvements except as may be specifically granted by the Declarant in writing. It is the intention that The Properties remain a planned unit development.

b. Amendments. The Declarant or owner(s) of un-annexed Additional Properties, in its sole and absolute discretion, hereby reserves the right to amend the Development Plan in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of The Properties and in response to changes in the requirement of government agencies or financial institutions.

c. Interpretation. Nothing contained in this Master Declaration, any Supplemental Declaration or the Development Plan shall be interpreted to:

(i) Require the Declarant or any other person or entity to annex any real property (other than the North Phase Property and the CBRF Property which are subject to this Master Declaration) to the scheme of this Master Declaration; or

(ii) Prevent any property not annexed from being subjected to another, independent declaration or scheme of development, even though such property may be encompassed by the Development Plan.

The community contemplated by this Master Declaration, including parcels of land subject to potential annexation, includes a variety of development types, characteristics, uses and values.

Section 5. Declarant Consent to Amendment. This Article II may not be amended without the express written consent of the Declarant, which consent may be withheld at Declarant's sole discretion.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Association Articles of Incorporation and initial Bylaws are attached hereto as Exhibits "G" and "H", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be materially inconsistent with this Master Declaration. Subsequent amendments to the Bylaws of the Association may not be recorded and therefore, an Owner or other party shall inquire with the Association for a full and complete copy of the then current Bylaws. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be a president of each of the Neighborhood Associations and/ or agents, representatives or

employees of the Declarant. A Board of Directors of the Association, and such officers as the Board of Directors may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3 below, and in the Bylaws, and all such Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association.

Section 3. Voting Rights.

a. The Association shall have one class of membership comprised of all Owners. Notwithstanding, the votes attributed to the Residential Units and Commercial Units vary as set forth below. Members shall not be entitled to a vote until such time as seventy-five percent (75%) of the Parcels in the North Phase Property, seventy-five percent (75%) of the Parcels in the Center Phase Property, and seventy-five percent (75%) of the Parcels in the South Phase Property have been sold by the Declarant to an Owner other than the Declarant or Declarant's Affiliate which date shall be the "**Voting Date**"). Until such time as the Voting Date has occurred, Declarant shall be the sole vote or alternatively, Declarant may elect to appoint (and remove as the case may be) all of the members of the Board of Directors, on all matters and shall have sole decision making authority for the Association and all Neighborhood Associations. Notwithstanding anything herein to the contrary, in the event that a provision indicates that the vote is to be by the Members, such provision shall not be effective, whether affirmatively stated or not, until the Voting Date has occurred and the Declarant shall be the sole vote on all matters and shall have sole decision making authority for the Members of the Association and all Neighborhood Associations until the Voting Date. Members shall be entitled, on all issues requiring the vote of the Members (See also Article III, Section 5 as to): one (1) vote for each Residential Unit which they hold the interest required for membership; and seventeen (17) votes for each Commercial Unit which they hold the interest required for membership. Voting rights of the Members in the Association shall be delegated to the Voting Delegates as set forth below. After the election of a Voting Delegate for each Neighborhood, the Owners within the Neighborhood shall not be entitled personally to cast the votes in the Association attributable to their respective Units, but may direct the manner in which the Voting Delegates cast such votes as described below.

b. **Voting Delegates.** The Owners within each Neighborhood Association shall elect a Voting Delegate which Voting Delegate shall also be the President of such Neighborhood Association and shall be responsible for casting all votes attributable to Residential Units and Commercial Units, as the case may be, owned by Members in the associated Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the Bylaws. In addition, each Neighborhood Association shall elect an alternate Voting Delegate who shall also be the Vice President of such Neighborhood Association, who shall be responsible for casting such votes in the absence of the Voting Delegate. No Owner shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Owner's Residential Unit or Commercial Unit is delinquent. The Voting Delegate and the alternate Voting Delegate from each Neighborhood Association shall be elected as set forth in the bylaws for each Neighborhood Association for the election of the Neighborhood Association President and Vice President.

The Board shall call for the first election of Voting Delegates not later than 30 days after the Voting Date has occurred. Each Member who owns a Residential Unit or a Commercial Unit within the Neighborhood Association shall be entitled to cast the votes associated with such Residential Unit or Commercial Unit at any election of a Voting Delegate or an alternate Voting Delegate as set forth in the Neighborhood Association bylaws for the election of the Neighborhood Association President and Vice President. The Voting Delegate and the alternate Voting Delegate shall serve a term of one year, as set forth in the Neighborhood Association bylaws, and until their successors are elected. Subsequent elections of Voting Delegates within each Neighborhood Association shall be held annually at the annual meeting. The Declarant shall serve as the Voting Delegate, if needed, between the Voting Date and the date of the election of the first Voting Delegate.

Any Voting Delegate or alternate Voting Delegate may be removed, as any officer may be removed as set forth in the Neighborhood Association bylaws. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Residential Units or Commercial Units in such Voting Delegate's Neighborhood if (i) any assessment for such Voting Delegate's Parcel is delinquent; or (ii) the Voting Delegate is no longer a Member. Upon removal of a Voting Delegate or an alternate Voting Delegate, a successor shall be elected by the Owners of the Residential Units or Commercial Units within the applicable Neighborhood, as set forth in the Neighborhood Association bylaws for the replacement of an officer that is removed, to fill the vacancy for the remainder of such Voting Delegate's term.

Prior to taking a vote on any issue requiring the Members' approval, the Association shall prepare and deliver to the Voting Delegate the proxies for any required vote of the Association and the Voting Delegate for each Neighborhood Association shall distribute the proxies to all Members represented by each Voting Delegate allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to attend the Association's meeting and cast all votes on matters which requires the vote of the Members, for which specific proxy votes are returned to the Voting Delegate in the manner directed in such proxy vote plus the proxy votes cast by the Voting Delegates for such Members who did not submit a proxy vote. In the event that any

proxy vote is not returned, then the Voting Delegate shall be entitled to vote as the Voting Delegate deems appropriate for such unreturned proxy vote. Except as may be expressly set forth herein, the vote of a majority, as determined by the total of the Members' votes returned to the Voting Delegates plus the votes cast by the Voting Delegates for such Members who did not submit a vote, shall constitute the approval of the Members as to such matter being voted upon. All other votes (i.e. on any issues not requiring the approval of the Members) may be cast as the Voting Delegate deems appropriate in his/her sole discretion.

c. **Suspension of Membership Rights.** The membership rights of any Member of the Association, including but not limited to the right to vote and to use the Common Property (except for the right to use the Common Property for access to and from the Parcel owned by such Member), may be suspended by the Board pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Parcel in favor of the Association.

d. **Association Board of Directors Votes**. As to all votes of the Board of Directors of the Association as to any matter to be voted upon by the Board of Directors, the number of votes shall be as follows: (i) the President of the Apartment and Commercial Association (who shall be its Voting Delegate) shall be entitled to cast 56 votes (the Declarant shall vote for the President of the Apartment and Commercial Association until such time as the Apartment and Commercial Association has its annual meeting on and after the Voting Date); (ii) the President of the Residential Cottages Association (who shall be its Voting Delegate) shall be entitled to cast 30 votes (the Declarant shall vote for the President of the Residential Cottages Association until such time as the Residential Cottages Association has its annual meeting on and after the Voting Date); (iii) the President of the Townhome Condominiums Association (who shall be its Voting Delegate) shall be entitled to cast 14 votes (the Declarant shall vote for the President of the Townhome Condominiums Association until such time as the Townhome Condominiums Association has its annual meeting on and after the Voting Date). The vote of a majority of the Board of Director's votes, based upon the number of the votes entitled to be cast, shall constitute the approval of the Board of Directors as to any such matter being voted upon by the Board of Directors. The responsibilities, duties and meetings of the Board of Directors shall be as set forth in this Declaration and the Bylaws of the Association. Notwithstanding anything herein to the contrary, in the event that a provision indicates that the vote is to be by the Board of Directors, such provision shall not be effective, whether affirmatively stated or not, until the Voting Date has occurred and the Declarant shall, unless the Declarant has appointed the Board of Directors as set forth in Section 3(a) above, be the sole vote on all matters and shall have sole decision making authority for the Board of Directors of the Association and all Neighborhood Associations until the Voting Date.

Section 4. The Declarant Veto Power.

Declarant shall have a veto power over all actions of the Association (including Member votes) and the Board of Directors of the Association. This power shall expire when ninety percent (90%) of the Parcels (specifically including the Parcels within the Additional Properties and to be identified in the Supplemental Declaration) of the Association are conveyed to a third

party other than the Declarant, or five (5) years after submission of the last annexation of The Properties subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant and Declarant's Legal Representative shall have been given at least ten (10) business days' advanced written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board of Directors or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board of Directors. At such meeting the Declarant shall have, and is hereby granted, a "line item" veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board of Directors, the officers or agents of the Association, or any individual Member of the Association (if Association or Board of Directors approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board of Directors or the Association; and

c. If any action, policy or program is to be implemented by consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) business days in advance of such implementation, and the Declarant shall have ten (10) business days after receipt of such notice to exercise its "line item" veto (which in this case shall be exercised by written notice to the Association within ten (10) business days after receipt of the notice from the Association).

Section 5. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Wisconsin, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and the Neighborhoods and for the maintenance, administration, and improvement of the Common Property, including but not limited to adhering to all Warranty Maintenance Schedules, maintenance of the Master Landscaping Plan, maintenance of the Surface Water or Stormwater Management System, and the Soil Erosion Plan.

Section 7. Duties of Association/Owners. Except as may be delegated by the Association to a Neighborhood Association, or as may be otherwise agreed upon between the Association and a Neighborhood Association, the Association, and ultimately the Owner(s) of the Parcels located within the Association, shall be responsible for the maintenance, operation and repair of the Common Property (including but not limited to the recreational Trail) and Surface Water or Stormwater Management System (including but not limited to the retention pond) as required by the City of Port Washington, Ozaukee County, the Southeastern Wisconsin Regional Planning Commission (the "**District**"), WE Energies and other applicable District rules. Maintenance of the Surface Water or Stormwater Management System(s) shall be as defined in Article I (ii).

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members Easements. Subject to the provisions of this Master Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit and Commercial Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in The Properties. Said rights shall include, but not be limited to, the following:

a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within The Properties no later than at such time as Declarant has conveyed to Owners fee simple title seventy-five percent (75%) of the Parcels in the North Phase Property, seventy-five percent (75%) of the Parcels in the Center Phase Property, and seventy-five percent (75%) of the Parcels in the South Phase Property have been sold by the Declarant to an Owner other than the Declarant or the Declarant's Affiliate. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

> In order to preserve and enhance the property values and amenities of The Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon, The Properties and Common Property shall at all times be maintained in good repair and condition by the Association and shall be operated in accordance with high standards. In addition, the Association shall comply with any obligations imposed by (i) the permit(s) issued by the District; (ii) the Master Landscape Plan, the Stormwater Management Plan, (iii) the Surface Water or Stormwater Management System, (iv) the Soil Erosion Plan, (v) the Warranty Maintenance Schedules, (vi) any utility easements to be recorded in the future and that certain WE Energies Agreement attached hereto as Exhibit I, (vii) any easement impacting The Properties, or (viii) any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, edges, slopes, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

a. Except as may be delegated by the Association to a Neighborhood Association, or as may be otherwise agreed upon between the Association and a Neighborhood Association, the Association, subject to the rights of the Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

b. The right of the Declarant, without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage. This section shall not in any way limit Declarant's rights set forth in Section 5 below.

c. The easements and rights of the Declarant reserved by this Declaration.

Section 4. Phase of Development in Which Common Property Located Not Controlling As To Use. Designation by the Declarant of property as Common Property (as opposed to Neighborhood Common Property which is intended to be restricted as to user identity) shall result in general Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 5. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, walls, berms, fences, landscaping or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of The Properties (including but not limited to execution of a WE Energies easement in the form required by WE Energies and acceptable to Declarant, which easement may restrict the rights of the Owners to change the grade of The Properties and restrict any landscaping within the easement area); (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility

lines which may from time to time be in or along the streets and roads, or within the Common Property, Neighborhood Common Property, easements, or green belts, or to grant such rights to others.

Finally, the Declarant reserves the right to use the Common Property and Neighborhood Common Property in its efforts to market The Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold or committed to separate scheme of development all lands in the Development Plan (including the Additional Property). This Section may not be amended without the express written consent of the Declarant, which may be withheld.

Section 6. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public, except as may be expressly set forth herein.

Section 7. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility lines, sprinkler system, building or any other structure or improvement as originally constructed by the Declarant or Declarant's Affiliates in good faith encroaches on any Parcel, it shall be deemed that the Owner of such Parcel has granted a perpetual easement to the Owner of the adjoining Parcel for the continuing maintenance and use of such encroaching improvement or structure. This easement shall not be for the benefit of a detached single family residence (which is a Residential Unit) unless located on a "zero lot line" lot.

Section 8. WE Energies Covenants. Declarant hereby informs the Owners that there are encumbrances on The Properties which are specifically intended to limit or prevent any future owner of The Property from bringing forth any complaint or cause of action against Wisconsin Energy Corporation, Wisconsin Electric Power Company, W.E. Power, LLC and/or Wisconsin Gas Company, due to the location, existence, use, construction and operation of the Port Washington Generating Station and gas pipeline and their proximity to The Properties. A copy of the covenants and encumbrances are attached hereto as Exhibit "I".

ARTICLE V

PROPERTY RIGHTS IN THE NEIGHBORHOOD COMMON PROPERTY

Section 1. Title to Neighborhood Common Property. Subject to the terms of this Master Declaration and any Supplemental Declaration and the easements reserved or granted pursuant thereto, the title to any Neighborhood Common Property may be conveyed to the Association, or to such Neighborhood Association as may be established pursuant to Section 3 of this Article, for the purpose of owning, operating or maintaining the said Neighborhood

Common Property. The conveyance of Neighborhood Common Property to the Association or to any Neighborhood Association shall be limited by the same reservation as to retention of title, and the conveyance shall be deemed to contain the same obligation of maintenance, operation and repair, as are reserved and imposed by Section 2 of Article IV of this Master Declaration with respect to the Common Property.

Section 2. Extent of Members Easements. Each Owner of a Parcel included in the North Phase Property, CBRF Property or any Additional Property designated in any Supplemental Declaration as containing Neighborhood Common Property for the exclusive benefit of the Owners in that North Phase Property, CBRF Property or Additional Property shall have a right and non-exclusive easement of use and enjoyment in and to the Neighborhood Common Property which right shall be appurtenant to the ownership of such Parcel. Notwithstanding anything to the contrary in this Master Declaration, a person or entity, other than the Declarant and the owning association, who is not an Owner of a Parcel encompassed within the North Phase Property, CBRF Property, or any particular Additional Property containing Neighborhood Common Property shall have no property right or rights of use or enjoyment in and to said Neighborhood Common Property, and membership in the Association shall not be construed as vesting in any Member any property or user right in and to the Neighborhood Common Property unless said Member is also the Owner of a Parcel encompassed within the said North Phase Property, CBRF Property, or Additional Property which is a part of the identified Neighborhood (as set forth on Exhibit "B").

Subject to the rights and easements hereinafter described, Owners of Parcels encompassed within the North Phase Property, CBRF Property, or any Additional Property containing Neighborhood Common Property (as set forth on Exhibit "B") shall have such non-exclusive right, license, privilege and easements of use, enjoyment, drainage, ingress and egress, and utilities in and to the Neighborhood Common Property appurtenant to and passing with the title of such Parcels as shall be equivalent to the right, license, privilege and easements of the Members of the Association in and to the Common Property as such rights are specifically set forth in Article IV of this Master Declaration.

The Association (as to Neighborhood Common Property owned by it) shall have the same powers, duties and rights as to the said Neighborhood Common Property as are granted to the Association as to Common Property, and the Declarant shall have the same rights, powers and duties as to all Neighborhood Common Property, as are set forth in Sections 2, 3, 5 and 6 of Article IV of this Master Declaration, and the rights and easements granted to Owners of lands in any Additional Property containing Neighborhood Common Property in and to such property shall be subject to those said rights, powers and duties.

Section 3. Neighborhood Association. If desired by the Declarant in order to provide for the eventual ownership, maintenance and operation of any Neighborhood Common Property and improvements thereon, or in order to provide for the independent management, maintenance and operation of lands and improvements declared to be subject to the jurisdiction of such Neighborhood Association, the Declarant may cause one or more Neighborhood Associations to be created with some or all of the same rights and powers with respect to the Neighborhood Common Property and the Neighborhoods within their jurisdiction (including,

without limitation, the right and power to levy assessments) as are provided to the Association as to Common Property and any Neighborhood Common Property owned by it. Such Neighborhood Association may be created by any Supplemental Declaration for the affected Neighborhood, and requirements of membership therein and the obligations of the Members thereof shall be set forth in the Supplemental Declaration and in the Articles and Bylaws of the Neighborhood Association, and the assessment to be levied by the Neighborhood Association shall be in addition to the assessments levied by the Association. The Declarant or Association may withdraw from the Neighborhood Association any rights and powers granted to it by the Association or Declarant.

Section 4. Residential Cottages Association. Declarant hereby creates the Prairie's Edge Residential Cottages Association, Inc. ("**Residential Cottages Association**") which shall be a Neighborhood Association. The Residential Cottages Association shall govern (i) the Residential Cottages which are Residential Units contained within the North Phase Property, Center Phase Property, and South Phase Property and which may be amended by any Supplemental Declaration; and (ii) the Pocket Homes which will be a part of the South Phase Property. The requirements of membership and the obligations of the Members of the Residential Cottages Association are set forth in the Residential Cottages Association Articles and Bylaws of the Residential Cottages Association. All assessments levied by the Residential Cottages Association shall be in addition to the assessments levied by the Association. The Declarant or Association may withdraw from the Residential Cottages Association any rights and powers granted to it by the Association or Declarant.

Section 5. Townhome Condominiums Association. Declarant hereby creates the Prairie's Edge Townhome Condominiums Association, Inc. ("**Townhome Condominiums Association**") which shall be a Neighborhood Association. The Townhome Condominiums Association shall govern the Townhome Condominiums which are Residential Units which will be contained within the South Phase Property and shall be further defined in the Supplemental Declaration. The requirements of membership and the obligations of the Members of the Townhome Condominiums Association shall be set forth in the Townhome Condominiums Association Articles and Bylaws of the Townhomes Condominiums Association. All assessments levied by the Townhome Condominiums Association shall be in addition to the assessments levied by the Association. The Declarant or Association may withdraw from the Townhome Condominiums Association any rights and powers granted to it by the Association or Declarant.

Section 6. Apartment and Commercial Association. Declarant hereby creates the Prairie's Edge Apartment and Commercial Association, Inc. ("**Apartment and Commercial Association**") which shall be a Neighborhood Association. The Apartment and Commercial Association shall govern the Commercial Units which are Commercial Units which includes the CBRF Property, and the Commercial Units within the Center Phase Property and which may be amended by any Supplemental Declaration. The requirements of membership and the obligations of the Members of the Apartment and Commercial Association are set forth in the Apartment and Commercial Association Articles and Bylaws of the Apartment and Commercial Association. All assessments levied by the Apartment and Commercial Association shall be in addition to the assessments levied by the Association. The Declarant or Association may

withdraw from the Apartment and Commercial Association any rights and powers granted to it by the Association or Declarant.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property and any Neighborhood Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. Premiums for insurance shall be Common Expenses if for the benefit of the Association, its officers or directors, the entire membership as a group, or relates to the Common Property. Premiums for insurance shall be a Neighborhood Common Expense of a Neighborhood if for the primary benefit of that Neighborhood, the Owners of lands located therein, or any Neighborhood Common Property located therein.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner by acceptance of a deed to any Parcel included in The Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments (including but not limited to Neighborhood Assessments). Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

b. Exempt Property. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

1. All Common Property and Neighborhood Common Property; and

2. Any Parcel which is owned by Declarant for which a building permit has not been issued.

Except as set forth in this subsection, no land or improvements in The Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property or any Neighborhood Common Properties.

c. Each Owner of a Parcel (if more than one owner, jointly and severally), by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in this Master Declaration. The Association shall, if necessary, levy a special assessment, no less than annually and no more than monthly, for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the (i) Surface Water or Stormwater Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District; (ii) recreational Trail; (iii) Common Property and Neighborhood Common Property, including but not limited to private roads; and (iv) any other costs incurred by the Association relating to its responsibilities under this Master Declaration, and as further set forth below. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the Members of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in The Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, Neighborhood Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

a. Payment of operating expenses of the Association, including but not limited to management fees and insurance expenses, and;

b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and

c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association, the Common Property and Neighborhood Common Property. Such taxes and assessments may be contested or compromised by the Association. Inasmuch as the interest of each Owner to use and enjoy the Common Property and any Neighborhood Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Parcel, the value of the

interest of each Owner in such property may be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and

d. Management, maintenance, improvement and beautification of landscaping, the Surface Water or Stormwater Management System, the Stormwater Management Plan, the Soil Erosion Plan, the Master Landscape Plan, repairs as may be required pursuant to the Warranty Maintenance Schedules, and all other stormwater drainage and retention features on Common Property and Neighborhood Common Property; and

e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, Neighborhood Common Property, and in furnishing services to or for the Members of the Association; and

f. Repair (including replacement and/or resealing), maintenance (including but not limited to snow removal and salting) of all streets, private roadways, and sidewalks situated upon the Common Property, Neighborhood Common Property which have not been dedicated to any governmental unit and all private driveways (this cost may be assessed via an Association assessment, a Neighborhood Assessment or as a Neighborhood Common Expense, as may be determined by the Board of Directors of the Association); and

g. Funding of appropriate reserves for future repair and replacement;

h. Repair and maintenance of the recreational Trail;

i. Acquisition of and repair and maintenance of any equipment used by the Association to maintain the Common Property and/or Neighborhood Common Property;

j. Costs and expenses relating to the community room;

k. Costs and expenses relating to the Authorized Maintenance (as hereinafter defined); and

l. Doing any other thing necessary or desirable in the judgment of said Association to keep The Properties, the Common Property and Neighborhood Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of The Properties.

m. Reimbursement of costs incurred by Declarant in creating the Master Declaration, the Association and the Neighborhood Associations.

Section 3. General Assessments.

a. **Operating Budget.** On and after the Voting Date, the Board of Directors shall, have the duty, by a majority vote of the number of votes cast by the Board of Directors, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve

a budget covering the estimated costs of operating the Association and Neighborhood Associations (as may be applicable) during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board of Directors pursuant to Subsection (b) below.

b. **Capital Budget.** On and after the Voting Date, the Board of Directors shall, annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost, and maintenance required by the Warranty Maintenance Schedules, over the next ensuing five (5) year period. The Declarant shall, and on an after the Voting Date, then the Board of Directors shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board of Directors and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the operating budget. Any new capital improvements (after the completion of the North Phase Property, Center Phase Property and South Phase Property as all capital improvements prior to completion shall be at the sole discretion of the Declarant) in the budget shall be approved by the Declarant, or after the Voting Date, by the Board of Directors.

c. **Adoption of Budget.** On and after the Voting Date, the Board of Directors, shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Parcel (the Declarant and Board of Directors may assess a Commercial Unit differently than a Residential Unit and may assess Residential Units differently based upon the type of Residential Unit (i.e. North Phase Property Residential Units may be assessed differently than the South Phase Property Pocket Homes)) and, if necessary, according to Neighborhood, to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the votes which votes shall be cast by the Voting Delegate as set forth in Article III, Section 3. Notwithstanding the above, any budget item which is required by any Warranty Maintenance Schedules shall be deemed approved, regardless of the vote of the Members of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Declarant or Board of Directors, as the case may be, shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year, subject to an automatic increase of five percent per year (5%).

d. **Allocation of Assessments Among Parcels.** The operating budget of the Association shall be assessed against all nonexempt Owners and non-exempt Parcels in the North Phase Property and the CBRF Property in proportions as follows (until such time as a Supplemental Declaration is recorded which adds the Center Phase Property and the South Phase Property at which time all assessments will be adjusted): For the North Phase Property and CBRF Property, Residential Units (total – such amount to be divided equally amongst all of the Residential Units) – 66%; Commercial Units – 34%. Those portions of the Association operating budget which the Declarant or the Board, as the case may be, in its or their sole discretion, determines more accurately constitutes Neighborhood Common Expenses, may be assessed against those Owners and Parcels in such Neighborhood. If determined by the

Declarant or the Board, as set forth above, the Association budget may define Neighborhood Common Expenses which are allocated to each Neighborhood and assessed directly to the Parcels within such Neighborhood by the Association. Such assessments for Neighborhood Common Expenses shall be above and beyond any assessments directly assessed by such Neighborhood Associations.

Section 4. Special Assessments.

a. **Special Assessments.** In addition to the annual assessments established pursuant to Section 3 hereof, the Declarant or after the Voting Date, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property or Neighborhood Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Declarant or the Board of Directors, as the case may be; provided, however, that on and after the Voting Date, any such special assessment shall have the approval of by a majority of the votes cast by the Board of Directors. The Declarant, or after the Voting Date, the Board of Directors shall determine the date when such special assessment is to be paid.

b. **Individual Assessment.** The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property or Neighborhood Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration or any Supplemental Declaration.

c. **Stormwater Special Assessment.** The Association may levy a special assessment against the members of the Association as a whole or individual Members, as circumstances may dictate, for the purpose of defraying the cost of the maintenance, operation and repair of the Surface Water or Stormwater Management System and any and all other costs incurred to comply with the requirements of the District, Ozaukee County, the City of Port Washington and any stormwater management agreement, to the extent that such costs exceed the annual assessments collected by the Association for the calendar year in which the special assessment is required or to the extent an individual member fails to comply with the requirements of the District, Ozaukee County, the City of Port Washington and the Surface Water or Stormwater Management System, the Stormwater Management Plan, or any other storm water management agreement. Stormwater special assessments shall be approved by the Declarant, and on an after the Voting Date, by the Board of Directors of the Association. Stormwater special assessments shall be due and payable within thirty (30) days of assessment.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the North Phase Property and CBRF Property shall commence as set forth herein. The annual assessments provided for herein as to Residential Units within the Additional Property shall commence upon the first sale of each Parcel that is part of the Additional Property by Declarant or Declarant's Affiliates to a third party and annual assessments as to Commercial Units within the Additional Property shall

commence upon issuance of a building permit for the Commercial Unit. Notwithstanding anything herein to the contrary, until such time as the Voting Date occurs, the Declarant shall be entitled to make determine the Assessments and Special Assessments based upon its sole reasonable discretion.

The initial annual Residential Unit assessments in the North Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which this Master Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual assessments for each Commercial Unit shall be Forty Thousand and 00/100 Dollars ($40,000.00) (prorated for calendar year in which this Master Declaration is recorded) as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The first annual assessment for each Residential Unit shall be due and payable at the time any Residential Unit is first occupied or at the closing of the sale of such Residential Unit, whichever is sooner. The first annual assessment for each Commercial Unit shall be due and payable at the time of issuance of a building permit.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Declarant, or Board of Directors, as the case may be, shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board of Directors shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board of Directors; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board of Directors may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

As to any assessment which commences after January 1 of the amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be prorated and shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

Section 6. Neighborhood Assessments. The Neighborhood Association may collect the assessments levied directly by such Neighborhood Association (which are above and beyond the Association assessments) to each affected Owner and each affected Owner shall pay to the Association or the Neighborhood Association, as the case may be, the Neighborhood Assessments. The Neighborhood Assessments levied by the Neighborhood Association shall be collectible as part of, in the same manner, and on the same terms as the annual assessment. In the event a separate Neighborhood Association levies an assessment, it may, upon agreement by the Association, be collected by the Association and transferred to a separate account for the benefit of the Neighborhood Association within ninety (90) days of receipt by the Association.

Section 7. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

Section 8. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as may be imposed by the Declarant, or after the Voting Date, the Board of Directors at its discretion, and the cost of collection thereof, as herein provided, may be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 9. The personal obligation of the then Owner to pay such assessment, however, shall be his personal obligation and shall also pass to his successors in title, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Wisconsin law or at such lesser rate as may be determined by the Declarant, or after the Voting Date, Board of Directors and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection. Each letter written for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Declarant if prior to the Voting Date or, if after, by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

Section 9. Subordination of the Lien to Certain Mortgages. Except as set forth below, the lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in The Properties if held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any

assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Notwithstanding the foregoing, in the event that an assessment lien is recorded against any Parcel prior to the date of recording of a mortgage, then said assessment shall be superior to any such subsequently recorded mortgage.

Section 10. Working Capital Fund. The Association or Declarant, as the case may be, shall require the first Owner (other than Declarant) of any Parcel who purchases the Parcel from Declarant to make a non-refundable contribution to the Association in an amount equal to Five Hundred and 00/100 Dollars ($500.00). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Parcel. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in the Prairie's Edge Subdivision are subject to architectural and environmental review. This review shall be in accordance with this Article, this Master Declaration, the Declarant's Planning, Construction and Development Criteria which shall be provided by Declarant upon request, and as may be amended by Declarant from time to time in its sole discretion, and pursuant to the Planning Criteria, as hereinafter defined. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall, sign (whether temporary or permanent, exterior or interior if the interior sign is clearly visible through windows or doors), flag, flagpole, or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected, displayed or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "**ARB**") as to consistency with the Development Plan and the Declarant's Planning, Construction and Development Criteria, and such other requirements established by the ARB from time to time as may be amended from time to time by the Declarant and/or ARB, and the harmony of exterior design and materials, location in relation to surrounding structures, drainage features and topography, including but not limited to the planting guide book (collectively "**the Planning Criteria**"). The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

No Residential Unit may be constructed with less than seven hundred (700) livable square feet.

The ARB shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including without limitation, minimum square footage requirements for Residential Units, landscaping, fence design, residential recreational improvements and design and landscape relating to any Commercial Units. Different Planning Criteria may be adopted and enforced for improvements in different portions of The Properties.

So long as the Declarant owns any Parcel or Additional Property subject to this Master Declaration or any Supplemental Declaration, the Declarant shall be entitled to appoint and remove, at Declarant's sole discretion, all members of the ARB. Thereafter, the membership of the ARB shall be determined, as to appointment and removal, by the Board of Directors of the Association by a majority of the number of votes cast by the Board of Directors. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of The Properties. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Master Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Development Plan, such alteration or improvement shall not be made. The purpose and intent of this Section is to grant broad control and interpretive/approval rights to Declarant.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its dissatisfaction with any or all other matters or things which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "**Plans**") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the

plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be a denial of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration and shall be subject to the ARB Remedies. The ARB may, at any time during the continuance of a violation, issue a notice of noncompliance, authorized by the ARB and executed by a member of the ARB, which may be recorded and shall then appear of record in the office of the Clerk of the Circuit Court of Ozaukee County, Wisconsin, or legal proceedings shall have been instituted to enforce compliance with these provisions, or any other remedy available at law as further set forth in Section 6 below ("**ARB Remedies**"). Upon express written approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Master Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB may authorize variances from compliance from any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purposes except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone

submitting plans for approval or to any Owner or occupant of The Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of The Properties, and the monetary interest of the Owners in The Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

Section 6. Enforcement of Planning Criteria. The Declarant or after the Voting Date, the Board of Directors, shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall each have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Unless a shorter time period is specifically set forth in writing in the ARB approval, approval by the ARB shall be effective for a period of one (1) year from the date the express written approval is given. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

This Article VIII may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. Excepting snow removal from driveways and roads, lawn mowing and maintenance of general landscaping of common areas as set forth in the Master Landscaping Plan (collectively the "**Authorized Maintenance**"), it shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping not maintained by the Association or Neighborhood Association, and stormwater drainage and retention improvements located on and serving to drain only its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in The Properties in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, excepting the Authorized Maintenance, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish seven (7) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said seven (7) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right, but not the obligation, to do such things as, and including but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of The Properties. Notwithstanding the anything to the contrary set forth herein, in the event that the Association is required to give a notice (as set forth in this Section 1) two (2) times within any twelve (12) month period, the Declarant and/or the Association shall, with advanced written notice to Owner, be entitled to, but shall not have the obligation to, take over the maintenance of said Parcel (as described above), at the expense of the Owner as further set forth in Section 2 below. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 may be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment may be secured by a lien upon the affected Parcel and improvements and shall also constitute a

personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, and/or Declarant shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board of Directors or the Declarant, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall, with such expenses incurred being Common Expenses, maintain and keep in good repair the Common Property and Neighborhood Common Property, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property or Neighborhood Common Property, if applicable. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in The Properties, the Common Property, and Neighborhood Common Property and comprising part of the master stormwater drainage plan for the Development Plan. The Association shall comply with any obligations imposed by the permit(s) issued by the District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association. All maintenance of each Parcel in The Properties (excluding the Authorized Maintenance) and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association or any Neighborhood Association, shall be the responsibility of the Owner of such Parcel.

ARTICLE X

RESTRICTIVE COVENANTS

The Properties shall be subject to all of the restrictions, reservations and conditions set forth in this Master Declaration which shall be binding upon each and every Owner and his/her/its heirs, personal representatives, tenants, invitees, successors, and assigns, and which shall run with the land.

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel.

Section 2. Landscaping. Excepting the Authorized Maintenance, landscaping on each Parcel (which shall be coordinated with the Master Landscaping Plan and ARB) and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Poor maintenance would include, but not be limited to large dead areas of lawn or areas taken over by weeds; evidence of active insect damage left untreated; presence of dead shrubs; shrubbery overgrown with weeds and/or grass; weeds and untrimmed grass along foundation and fences; lawn unedged along curb, walkway and driveway; presence of litter scattered around lawn, shrubbery and driveway. Landscaping as approved by the ARB and consistent with the Planning Criteria and any other guidelines imposed by this Declaration and approved by the ARB, shall be installed within thirty (30) days of occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of The Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property or Neighborhood Common Property, nor any part thereof, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of The Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; dust, dirt; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations for Prairie's Edge Subdivision are set forth herein, within any easements affecting the Prairie's Edge Subdivision, and as may be promulgated by the Declarant, or after the Voting Date, by the Board of Directors of the Association as to the use and enjoyment of The Properties and the Trail shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as Multi-Family Apartments, Commercial Units, Residential Units, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, outdoor dining and/or grilling area, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, satellite dishes and receivers, solar panels, flags, flagpoles, lawn ornaments, driveways, walkways, sight distance at intersections, garages, fences and storage of boats, trailers, and motorized or non-motorized vehicles of any kind on driveways or other areas of the Parcels. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master

Declaration or any provision, covenant or restriction herein contained. Such rules and regulations may not change the provisions of this Article X without the written consent of the Declarant. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

Section 5. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. All dogs and cats must be leashed when outside and shall not be permitted to run loose. When on The Property with pets, homeowners must keep their animals from entering properties of other homeowners and are required to meet all Ozaukee County and City of Port Washington ordinances governing animal ownership. No other animals, fowl, reptiles or livestock shall be kept or maintained in The Properties. No animal, etc., shall be permitted to remain if it disturbs the tranquility of The Properties or the Owners or tenants thereof. Each owner shall be responsible for maintaining any area used by his/her pet, including waste pick-up. Fines for violation of this section may be established by the Association or any Neighborhood Association and shall be charged directly to such violating Owner as an individual assessment pursuant to Article VII.

Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of The Properties except in covered or sealed sanitary containers which containers have been approved by the Association. All such sanitary containers must be stored within each building or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building approved by the ARB. County furnished recycling collection containers are the only exemption from the sealed container requirement if a private refuse service is not provided for The Properties. No containers shall be placed on the curb earlier than 5:00 p.m. the evening before pickup and must be removed by 9:00 p.m. the day of collection, or as may otherwise be required by the Association and the City of Port Washington or Ozaukee County regulations.

Section 7. Storage Receptacles – Commercial Units. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area and shall otherwise comply with standards established from time to time by the Board of Directors, the ARB and governmental regulations. Other than small propane tanks commercially available and intended for grilling, patio heaters or short-term camping (i.e. no larger than 20 pound tanks holding 5 gallons of fuel or less), no fuel tanks or similar storage receptacles shall be permitted on Residential Units.

Section 8. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous (such that the vehicle has not moved) period in excess of forty-eight (48) hours during any six (6) month period; provided, however, this provision shall not apply to any such vehicle being kept in a permanent garage enclosure and not visible from the street or any neighboring Parcel. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description must be parked or stored in a fully enclosed garage or an area completely screened from view from any other Parcel, Residential Unit, Commercial Unit, Common Property or Neighborhood Common Property. The only exception is during the periods of approved construction on The Properties. This

prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services which such temporary parking shall be limited to no more than 10 hours. Additional rules and regulations regarding use, repair and storage of vehicles in The Properties may be promulgated from time to time by the Board of Directors.

Section 9. Temporary Structures. No building or structure of a temporary character, including trailers, tents, shacks shall be permitted in The Properties: provided, however, temporary construction trailers and bathrooms used solely in connection with the construction of approved permanent improvements and Declarant's construction trailers shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, displayed, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained. The restrictions of this section shall not apply to the Declarant.

Section 11. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in The Properties unless approved by the ARB. Approval shall be considered based upon (but not limited to) adequacy of screening and/or landscaping of such equipment. The ARB may limit or prohibit PTAC (i.e. packaged terminal air conditioner) units or other window air conditioning units altogether or impose stricter standards.

Section 12. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, and as may be required, the City of Port Washington, Ozaukee County and/or the District, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association (including but not limited to the Surface Water or Stormwater Management System) from, on and over any Parcel, Common Property or Neighborhood Common Property, nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Antennae. Antennae installation requires ARB approval. A "Request for Design Approval" form with attached improvement drawing must be submitted to the ARB for project approval. The 1996 Telecommunications Act and subsequent OTARD (Over-the-Air Reception Devices) Rule allows the Declarant and the Association, to enforce reasonable antennae restrictions. The Association, however, is prohibited from enacting any rules that: 1) prevent or unreasonably delay antennae installation, maintenance or use; 2) unreasonably increase the cost of antennae installation, maintenance or use; or 3) preclude reception or acceptable quality signals. The ARB will review the aesthetics of antennae installation and the associated signal transmission line (See Section 18. Utility Service) within the guidelines established by the Federal Communications Commission.

Section 14. Subdivision. No part of The Properties shall be further subdivided except as platted without the prior written consent of the Declarant, which consent may be withheld for any reason or no reason in Declarant's sole and absolute discretion, for so long as the Declarant owns any lands in the Development Plan (including the Additional Property, the Center Phase Property and the South Phase Property), and thereafter by the Board of Directors. Additionally, no Parcels may be combined into one or more Parcels.

Section 15. Completion of Construction. All structural improvements require approval by the ARB. A "Request for Design Approval" form with attached improvement drawing and construction timeline must be submitted to the ARB for project approval. After commencement of construction of any improvements on The Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets, walkways, and landscaped areas contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 16. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement which has obtained the prior written consent of the ARB; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping, including a time line for completion.

Section 17. Maintenance of Protective Screening. Any protective screening constructed along exterior Parcel lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influence, shall be maintained by the Owners of such Parcel, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue to be necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

Section 18. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon The Properties unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing on The Properties. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 19. Mailboxes. No mailboxes or newspaper boxes shall be permitted in The Properties unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.

Section 20. Changes to Development Plan or Development Order. No Owner shall seek directly or indirectly to change or amend any aspect of the Development Plan or any order issued by the City of Port Washington or Ozaukee County relating to the Development Plan, which such change or amendment would in any manner affect any part of the lands included in the Development Plan and lying outside of that Owner's Parcel, including but not limited to any change in permitted density of development, permitted land use, stormwater drainage requirements or otherwise, without the prior written consent of the Declarant, which consent may be granted or denied by the Declarant at its sole discretion, so long as Declarant owns lands within the Development Plan.

Section 21. Clotheslines. No clotheslines shall be permitted in The Properties without the advanced written consent of the ARB.

Section 22. Play Structures and Yard Accessories. No basketball backboards or any other fixed games, shall be allowed. All play structures and yard accessories shall be located to the rear of any building (i.e. not facing any roadway or visible from the road) and within the building set back line. For any such structure, written approval must first be obtained from the ARB. All play structures or yard accessories will be considered based on location, style, material and color. Subdued earth tone colors are preferred for play structures. Absolutely no sheds or similar structures, including utility/storage structures and bins shall be permitted upon any lot.

Section 23. Trees. Living trees measuring eight inches (8") or more in diameter at three feet (3') or more above ground level shall not be cut down or removed from The Properties without the prior written consent of the ARB unless the trees are located within six feet (6) of the residence or its proposed location as approved by the ARB. Any violations of this provision shall result in a minimum fine of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per tree. The ARB has the right to enforce all violations of this section.

Section 24. Garages. The ARB shall establish criteria for garages based upon the different Planning Criteria adopted in different portions of The Properties. The ARB may even, in its sole discretion, determine that garages are not necessary for certain portions of The Properties.

Section 25. Fences. There shall be no fences erected on the Parcels, except as erected by Declarant or as may be expressly approved by the ARB in writing. Except as it relates to the Declarant, the ARB may withhold consent for any reason or no reason.

Section 26. Swimming Pools, Spas and Hot Tubs. There shall be no outdoors or visible swimming pools, spas or hot tubs allowed, except as may be constructed by the Declarant or the Association.

Section 27. Screened Rooms or Patios. There shall be no screened rooms or patios, except as may be constructed by the Declarant or the Association.

Section 28. Basketball Equipment. No basketball hoops shall be allowed.

Section 29. Residential Leases. No Owner of a Residential Unit shall lease his or her Residential Unit without the prior written approval of the Association. The Association shall have the right to deny a proposed residential lease, including the proposed renewal of an existing lease for the following reasons, among others: insufficient income of a proposed tenant; the criminal background of a proposed tenant; prior eviction history; the prior conduct of a proposed tenant on the Premises; or if the proposed lease would constitute a violation of any of the covenants and restrictions set forth herein or any other provision of this Declaration or the Rules and Regulations of the Association. The Association may deny a proposed lease if the proposed tenant or any occupant of the Residential Unit has been convicted of a felony during the ten (10) years preceding the date of the application, if the proposed tenant or occupant has been convicted of more than two (2) misdemeanors in the five (5) years preceding the date of the application, or if the proposed tenant or occupant is a registered sexual offender or sexual predator, all as may be determined on a case by case basis considering multiple factors. Any attempt to lease a Residential Unit, including an attempt to renew an existing lease, without Association approval shall result in the lease being deemed null and void, requiring the unauthorized tenant or occupant to vacate the Residential Unit immediately. In the event that a Residential Unit is leased without the approval of the Association, the Association shall have the power to issue notices and to evict the unauthorized tenant from the Residential Unit as if the Association were the landlord under Chapter 704, Wisconsin Statutes. Each Owner of a Residential Unit covenants and agrees that any lease, including but not limited to the renewal of a lease, shall incorporate the foregoing provision concerning the Association's authority and ability to evict the unauthorized tenant from the Residential Unit, into the lease and the lessee, by occupancy of the Residential Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

From time to time, the Association may promulgate and publish written procedures for Owners to comply with when seeking Association approval to lease their Residential Unit. The application procedures shall apply to all new leases, as well as renewals of existing leases. The Association shall provide a lease approval application form to be completed by the Owner disclosing the names of all tenants and/or occupants, all vehicles to be kept by the tenant(s) and occupants, and emergency contact information for the Owner.

No Residential Unit may be leased within the first twelve (12) months after the Owner acquires title to the Residential Unit. This provision does not apply to Residential Units owned by the Declarant. All lease agreements ("**Lease Agreements**") shall be in writing. Prior to any tenant occupying a Residential Unit, the Owner shall provide the Association with a completed lease application and a copy of the Lease Agreement between the Owner and the tenant and obtain the Association's prior written approval as provided herein. Prior to any tenant occupying a Residential Unit, the Owner shall pay the Association a Lease Agreement registration application fee in the amount of Twenty-Five Dollars ($25.00), which may be increased from time to time by the Association's Board of Directors. Any Owner seeking to lease his or her

Residential Unit shall conduct a background check on each prospective tenant, which provides details concerning all criminal convictions of the tenant and other occupants of the Residential Unit. Such information shall be provided to the Association as part of the Owner's application to lease the Residential Unit. No Lease Agreement shall be for a term of less than six (6) months during any calendar year. No Residential Unit may be leased more than two (2) times in any calendar year, unless otherwise approved by the Association's Board of Directors based upon the Owner's hardship. Subleasing is not permitted. By occupying a Residential Unit, each tenant or occupant of a Residential Unit specifically agrees to abide by and adhere to the Association's Declaration, Bylaws, and Rules and Regulations. In the event that an Owner becomes delinquent in paying annual assessments for the Residential Unit, the management company will notify both the Owner and tenant, and the tenant shall be required to pay the Association directly until account is current. Each Owner agrees to remove, at the Residential Unit Owner's exclusive expense, by any legal means available, including but not limited to, eviction or ejectment proceedings, his or her tenant(s) should the tenant(s) refuse or fail to abide by and adhere to the Association's Declaration, Bylaws and Rules and Regulations. Notwithstanding the foregoing, should a Residential Owner fail to perform his or her obligations under this Section 29, the Association shall have the right, but not the obligation, to evict or eject such tenant through legal proceedings, and the attorneys' fees and costs related to same shall be the responsibility of the Residential Unit Owner. Each Lease Agreement shall require the Parcel and the dwelling located thereon to be used solely as a private, single-family residence. The Association may require that each Lease Agreement contain a uniform attachment (the "**Uniform Lease Exhibit**") which shall incorporate a provision which requires the tenant(s) to abide by the Association's Declaration, Bylaws and Rules and Regulations. The Uniform Lease Exhibit may contain other provisions deemed necessary by the Board of Directors from time to time. Failure of a Residential Unit Owner and tenant(s) to incorporate such Uniform Lease Exhibit, if required, into the terms of any Lease Agreement shall cause such Lease Agreement to be voidable by the Association. The Uniform Lease Exhibit, if required, shall designate the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant(s) of any covenant, condition, or restriction; provided, however, the Association first shall give the Owner notice of such violation and an opportunity to terminate such Lease Agreement within ten business (10) days of such notice by the Association. Each leased Parcel shall be occupied only by registered tenants listed on the Lease Agreement as occupants. Each tenant shall be required to obtain renter's insurance and provide a copy of same to the Association.

During such time as a Residential Unit is leased, the Owner of such Residential Unit shall not enjoy the use rights and privileges of the Common Areas appurtenant to such Residential Unit; rather, such use rights and privileges shall be reserved for the Owner's tenant(s) pursuant to a revocable license basis.

Each Owner of a leased Residential Unit shall pay to the Association a deposit in the amount of One Thousand and No/100 Dollars ($1,000.00), or such greater amount as determined by the Board of Directors from time to time, to cover expenses related to damage caused to the Common Areas by the tenant(s), or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any Owner's or tenant's obligations in connection with the Residential Unit, Common Area, or otherwise described in this Declaration.

Unless otherwise applied as provided herein, the deposit shall be returned to the Owner within twenty (20) days after the termination of the lease term and the Association receives notice of such termination in writing from the Owner. In the event that the Owner does not comply with this Section 29, the Association may charge the deposit to the Owner as an individual assessment in accordance with Article VII, Section 4(b). Notwithstanding anything to the contrary herein, the leasing of a Residential Unit to a tenant(s) and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, nor shall it give any Owner the right or ability to avoid any of the covenants, conditions, restrictions, or obligations to be performed hereunder.

In the event that a tenant or the guest of a tenant causes damage to Common Property or Neighborhood Common Property, the Owner, tenant and guest of tenant shall be jointly and severally liable for same. Notwithstanding anything herein to the contrary, the Association shall have the right to make any and all repairs to restore the damaged Common Property or Neighborhood Common Property, and the Association may assess the Owner, individually, for such costs. Any such specific assessment against an Owner for such damages shall be considered an assessment, which shall be due and collectible from the Owner in accordance with Article VII of this Declaration.

Section 30. Walking Trail. The planned walking trail (the "**Trail**") shall be used for pedestrian purposes only. No motorized or non-motorized vehicles shall be entitled to use the Trail (excepting those used pursuant to the Americans with Disabilities Act). Members may use the planned walking trail from dawn to dusk. The users of the Trail shall not block or create any obstacles on the Trail at any time. Walk and bike on the right side of the trail to facilitate two-way traffic and using caution when passing other Trail users. All Trail users shall respect other users on the facility regardless of their mode, speed or level of skill. The Trail may be open to Members and the public for use subject to all rules and regulations set forth in this Master Declaration, and as may be established from time to time by the Association. All Trail users must stay on the marked trail adjacent to private property at all times. Do not disturb the wildlife or the many native plants and wildflowers that grow along the Trail. Pets must be on a leash at all times and pet owners must clean up after pets and pet owners shall be subject to Section 5 above. The Trail may be closed due to inclement weather or unsafe conditions, including but not limited to snow cover and ice.

Section 31. Community Room. The planned community room shall be limited to use by Members of the Association, at times established by the Association. Use shall be based on a reservation system. The community room shall not be open to the public and shall not be used for business use except as may be explicitly authorized in writing to the Declarant or the Association (acting by the Board of Directors).

Section 32. Rights of the Declarant. The Declarant and/or its designee has the right to maintain upon a portion of The Properties, not to exceed two thousand five hundred square feet (2,500) for a sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment, but which costs (including fair market rent) may be allocated as overhead as part of the Common Expenses.

ARTICLE XI

AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns or is authorized by an owner of lands within The Properties, including the Additional Properties, reserves and shall have the sole right to (a) amend this Master Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Master Declaration without vote or consent of the Owners in any manner which does not materially adversely affect the substantive rights of an existing Owner or mortgagee; and (e) to amend this Master Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 9 of Article VII. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, the Association, or any Neighborhood Association provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the requirements imposed by the District. Any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the District. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record.

ARTICLE XII

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, Member or Neighborhood Association, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan (including the Additional Properties), and thereafter without the prior written approval of the Board of Directors of the Association may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XIII

AMENDMENT

Except as to provisions relating to amendments expressly set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. On and after the Voting Date, and subject to the Declarant veto powers set forth in Article III, Section 4 and the restrictions below, the holders of at least two-thirds (2/3) of the votes in the Association, which votes shall be cast by the Voting Delegates as set forth in Article III, Section 3, may change or amend any provision hereof (1) by executing a written instrument in

recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Register of Deeds of Ozaukee County, Wisconsin, provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the requirements imposed by the District; and any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the District. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in The Properties, by acceptance of a deed or other conveyance, therefore, thereby agrees that the restrictions may be amended as provided herein. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by twenty-five percent (25%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners which votes shall be cast by the Voting Delegate as set forth in Article III, Section 3. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution by the Ozaukee County Register of Deeds.

Notwithstanding anything herein to the contrary, so long as the Declarant shall own any lands which are subject to this Master Declaration (including but not limited to the Additional Property) and any potential annexation, no Declarant or voting related amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association and any Neighborhood Association unless such amendment is first approved in writing by the Declarant, which approval may be withheld for any reason or no reason. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.

b. Modifies the definitions provided for by Article I of this Master Declaration in a manner which alters the Declarant's rights or status.

c. Modifies or repeals any provision of Article II of this Master Declaration.

d. Alters the character and rights of membership (including but not limited to voting rights) as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association, including but not limited to Section 4 of Article III.

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

f. Denies the right of the Declarant to convey to the Association Common Property or Neighborhood Common Property.

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Master Declaration or any Supplemental Declaration, including but not limited to Article XI.

i. Amends the use of the Trails by the public (the use license) or alters or amends Article X, including but not limited to the rental or commercial uses allowed under this Master Declaration.

ARTICLE XIV

COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Nothing herein shall prohibit a Member from serving on both the ARB and the Covenants Committee. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board of Directors may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the covenants, rules and regulations of the Association.

Section 2. Procedure. The Board of Directors shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. Demand. Written demand (the "**Demand**") to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period which, except in emergency situations which shall include but not be limited to noise pollution, shall be not less than seventy-two (72) hours, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction if the violation is not continuing.

b. Demand for Hearing. An Owner, within three (3) days after receipt of the Demand, may send a written request to the Covenants Committee for a hearing on the Demand. The hearing shall be held by the Covenants Committee after notice affording the Member a reasonable opportunity to be heard. If a demand for hearing is filed by an Owner, prior to the effectiveness of any sanction hereunder, proof of notice from the Covenants Committee, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date. The Board of Directors shall schedule a hearing and provide written notice of the date to the violator. The determination of the Board of Directors shall be final.

d. Fines. After the issuance of the Demand as set forth in 2(b) above, and the Owner's failure to cease and desist from the alleged violation within the timeframe specified in the Demand, the Covenants Committee may, suspend the Owner's voting rights, take any action allowed under this Declaration and/or impose fines (which shall be deemed individual special assessments) against a Parcel owned by the Owner as follows:

(i) First non-compliance or violation: a fine in the minimum amount of One Hundred Dollars ($100.00).

(ii) Second non-compliance or violation: a fine in the minimum amount of Five Hundred Dollars ($500.00).

(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine in the minimum amount of One Thousand Dollars ($1,000.00).

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties subject to additional late fees and accumulation of interest. Fines shall be treated as an assessment subject to the provisions for the collection of assessments. All monies received from fines shall be allocated as directed by the Board of Directors. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Notwithstanding the above, in the event that a demand for hearing is filed by a violator as set forth in Section 2(b) above, any fine shall be held until such time as the Covenants Committee has rendered its decision and the violator has been notified of same, or in the event of an appeal as set forth in Section 2(c) above, until such time as the Board of Directors has rendered its decision and the violator has been notified of same.

ARTICLE XV

DURATION AND TERMINATION

The covenants and restrictions of this Master Declaration and of each Supplemental Declaration incorporating Additional Properties shall run with and bind the land, and shall inure to the benefit of the Owners, the Declarant and the Association and be enforceable by the Declarant and the Association, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration and any Supplemental Declaration may be terminated at any time by recordation of an instrument signed by the then holders of ninety percent (90%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XVI

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. The failure of the Declarant, its successors or assigns, or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should the Declarant, or the Association be required to enforce the provisions of any of these covenants or restrictions by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Tenants to Comply with Declaration, Supplemental Declaration Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master Declaration, any Supplemental Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his/her tenant, occupant, or persons living with such Owner or with his tenant to comply with the Master Declaration, any Supplemental Declaration, Bylaws, Articles of Incorporation and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations. In the event that a tenant, occupant, or person living with the tenant violates a provision of the Master Declaration, any Supplemental Declaration, Bylaws, Articles of Incorporation or rules and regulations adopted pursuant thereto, the Board of Directors shall have the power to bring an action or suit against the tenant to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. Enforcement by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system as well as any and all other provisions contained in this Declaration that in any way relate to the permit issued by the District (the "**System Terms**"). The District's right to enforce this Declaration as it relates to the System Terms, by proceeding at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce the System Terms, and should it be determined in any such proceeding that the Association or any Owner(s) breached any of the System Terms or failed to completely and timely comply with any of the System Terms, the District shall be entitled to an award of attorneys: fees and costs incurred by the District in such proceedings which shall include attorneys: fees and costs incurred in nay administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Ozaukee County, Wisconsin for any such attorneys' fees and costs awarded to the District by any court or administrative body.

ARTICLE XVII

CONSTRUCTION REQUIREMENTS/DECLARANT RIGHT OF FIRST REFUSAL/DECLARANT RECAPTURE RIGHTS

Every Owner of every Parcel which is zoned for a Residential Unit shall, unless Declarant has indicated otherwise in writing, commence and diligently pursue completion of construction of a detached single family home residence on or before the later to occur of the following: (1) 24 months after acquiring title to the Parcel; or (2) 18 months of completion of Infrastructure work (the "**Residence Construction Start Deadline**"). The home residence constructed shall be materially and substantially consistent with the architectural design and construction quality standards set forth in the Planning Criteria and with the Master Declaration. In the event that any Owner elects to re-sell a Parcel zoned for a Residential Unit, unless Declarant has indicated otherwise in writing, or any part thereof prior to construction of a

residence, Owner agrees not to offer or market the Parcel, or any part thereof, at a price less than the purchase price paid by the Owner. Additionally, Declarant shall have a right of first refusal which shall allow the Declarant to purchase the Parcel, or any part thereof, being offered for sale by an Owner at a price equal to the greater of (1) Owner's original purchase price; or (2) the lowest selling price of all lakefront residential lots then offered for sale within the Development by Declarant. If an Owner of a Parcel which is zoned for a Residential Unit does not commence construction prior to the Residence Construction Start Deadline, Declarant shall have the right to repurchase the Parcel from such Owner at Owner's original purchase price. After the expiration of the Residence Construction Start Deadline and until such time as an Owner commences construction of the residence on the Parcel, Declarant may elect to exercise Declarant's recapture right set forth in this Article XVII by delivering written notice of same to the Owner (the "**Declarant Recapture Notice**"). In the event that the Owner fails to commence construction on the Residence within thirty (30) days after the date of the Declarant Recapture Notice, then the closing for the sale of the Parcel by the Owner to Declarant shall take place no later than ninety (90) days after the date of the Declarant Recapture Notice. In the event that the Owner commences construction of the residence within thirty (30) days after the date of the Declarant Recapture Notice, then Declarant's Recapture Notice shall be deemed withdrawn. Owner shall provide, at Owner's cost and expense, a title commitment. In the event that Declarant elects to proceed, Owner shall convey the Parcel to Declarant via Warranty Deed free and clear of all liens. Owner shall be responsible for the title commitment fee and transfer fee for such conveyance.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein. Any notice to be given to the Board of Directors, the Declarant and the ARB shall be given to the Declarant's Legal Representative and to Declarant (and with respect to Declarant and the ARB at the address set forth in the introductory paragraph of this Declaration) unless otherwise designated by Declarant, until the occurrence of the Voting Date and thereafter to such address as may be designated by the Board of Directors.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

Section 5. Recitals. The recitals set forth in this Master Declaration are true and correct, and incorporated by reference as if more fully set forth in this Master Declaration.

Section 6. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Master Declaration, the Association bylaws, or the Neighborhood Association bylaws, the terms, conditions and provisions of this Master Declaration shall prevail.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

Section 8. Dispute Resolution. To ensure the timely and economical resolution of disputes that arise in connection with this Master Declaration, all Owners of a Parcel hereby agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Master Declaration, or relating to the Association or any Neighborhood Association, to the extent a dispute resolution process is not expressly set forth herein for such dispute, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in Ozaukee County, Wisconsin, conducted by the American Arbitration Association ("AAA") under the applicable AAA rules of arbitration. By agreeing to this arbitration procedure, all Owners of Parcels waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that the Association or Owners would be entitled to seek in a court of law. Each party shall pay its own fees and the fees of the AAA shall be born equally by the parties to such arbitration.

[signature appears on next page]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

DECLARANT:

Black Cap Halcyon Holdings, LLC,
a Wisconsin limited liability company

By: BCH Management, LLC, its Manager

By: _____ MANAGER
Anthony D. Polston, Manager

STATE OF WISCONSIN
COUNTY OF OZAUKEE

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anthony D. Polston, well known to me, and he acknowledged executing the foregoing Master Declaration, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said company.

WITNESS my hand and official seal in the County and State last aforesaid on this 14 day of July, 2021.

_____
Notary Public State of Wisconsin
My Commission Expires: 1/24/23

This Document was drafted by Lisa Wood of Davis & Kuelthau, s.c.

TRACIE EVANS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A-1

North Phase Property

1151556 - 62
1121724 - 53

8539685
Tx:4378657

Register of Deeds
Land Information Office & Property Description
121 W Main Street
Port Washington WI 53074
Ronald A Voigt
Register of Deeds

1120734
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/30/2021 12:44 PM
REC FEE: 50.00
TRANS FEE:
PAGES: 1
EXEMPT #:

Subdivision X **Condominium** _____ **Transportation Plat** _____

Subdivision Name Final Plat Prairie's Edge North Phase

Cabinet C **Sleeve** 59B, 60AB, 61A

Grantor Black Cap Halcyon LLC

Grantee Final Plat Prairie's Edge North Phase

Section 33 **Town** 11 **Range** 22 **Quarter/Quarter** _____

Key # Prefix 11-269

Assigned new Key #'s:

1151556 - 63

1121724 - 54

1120734

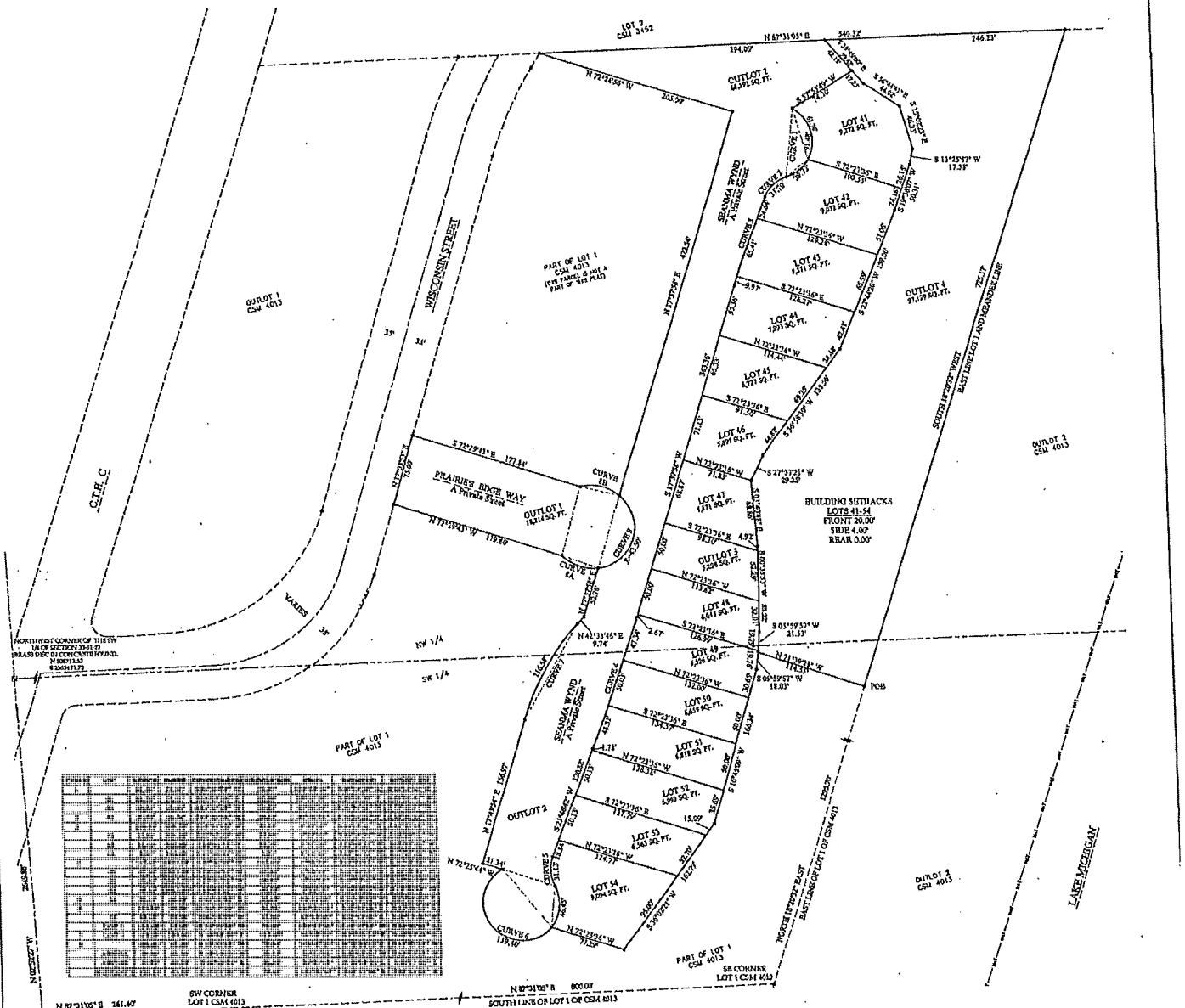
FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 500
MILWAUKEE, WI 53202

290,692 SQ. FT. // 6.6734 ACRES

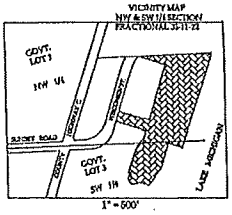
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.(NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'27" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI

RECORDED ON
06/30/2021 12:44 PM

WISCONSIN
J. SCOTT HENKEL
2499
PLYMOUTH, WI
LAND SURVEYOR



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

REVISED JUNE 7, 2021
REVISED JUNE 2, 2021
REVISED APRIL 4, 2021
REVISED MARCH 3, 2021

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

SOUTH WEST CORNER OF THE SW 1/4 OF SECTION 33-11-22
BRASS DISC IN CONCRETE FOUND.
N 350611.53
E 2545191.72

NORTH WEST CORNER OF THE SW 1/4 OF SECTION 33-11-22
BRASS DISC IN CONCRETE FOUND.
N 350711.53
E 2545191.72

LEGEND

- ● 1" IRON PIPE FOUND
- ▫ 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

1151556 - 64

1121724 - 55

1120734

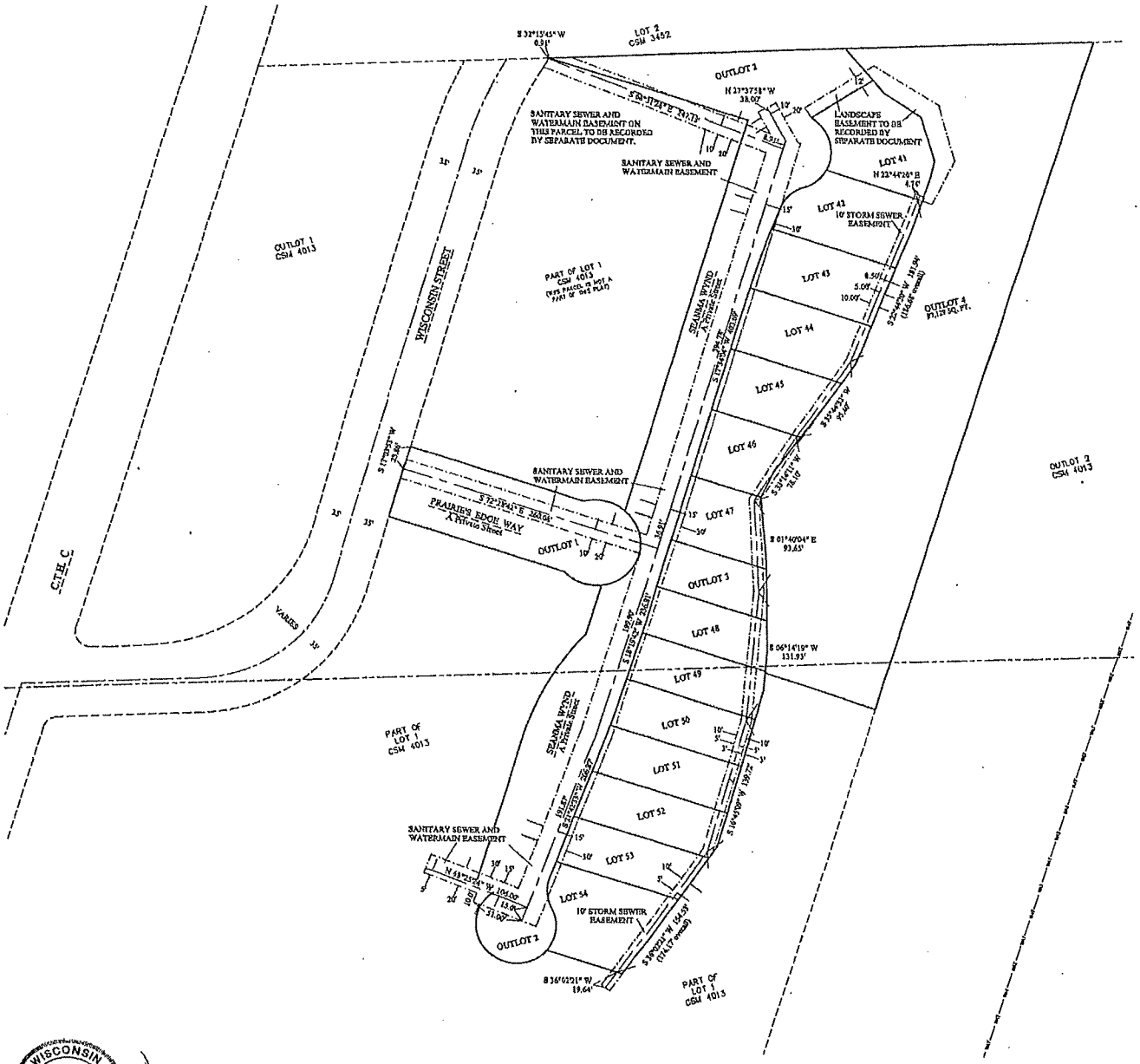
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N

SCALE: 0 20 40 100

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.(NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'27" WEST.



WISCONSIN
J. SCOTT HENKEL
2405
PLYMOUTH, WI
LAND SURVEYOR
6/15/21

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 3, 2021
REVISED APRIL 6, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

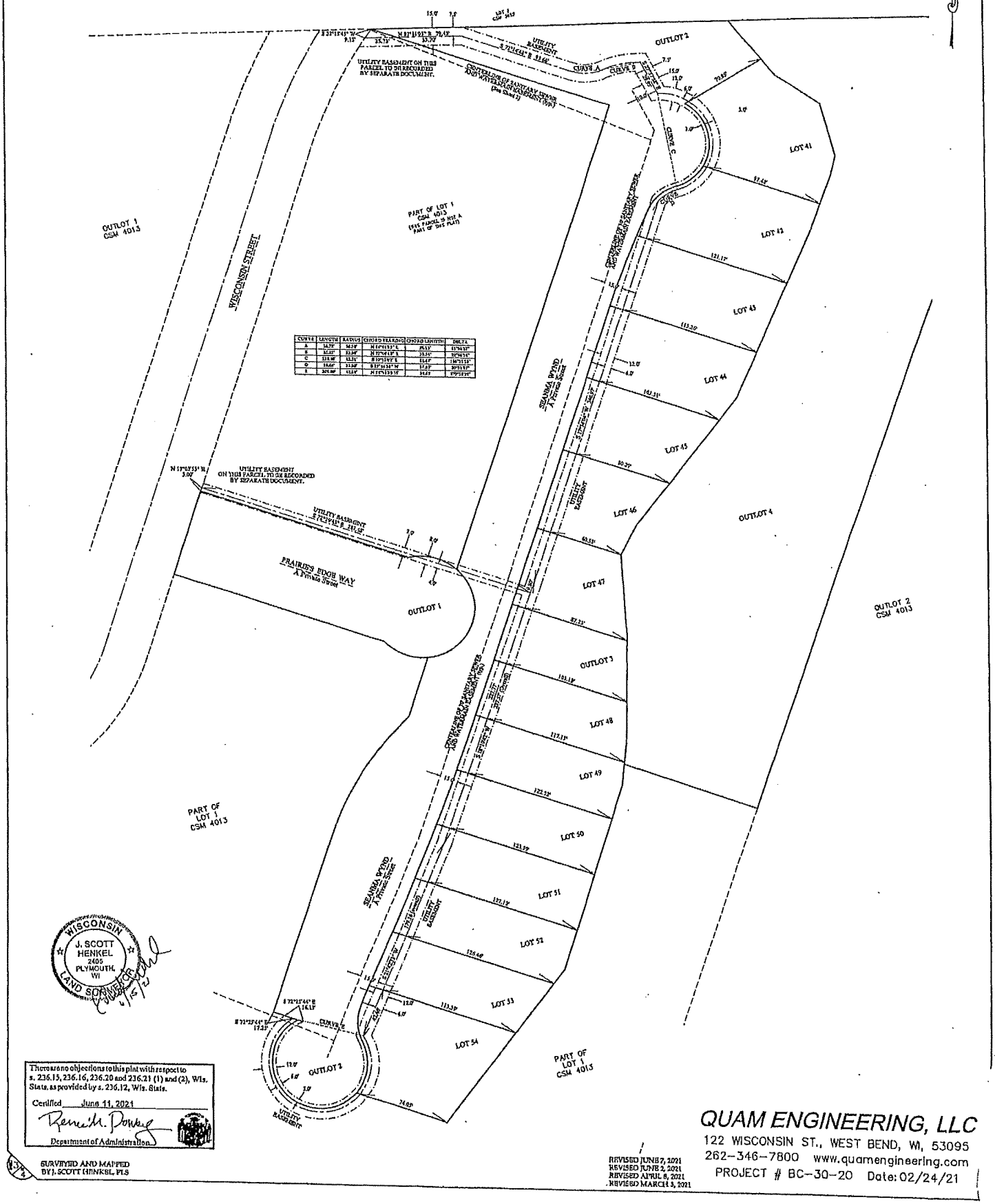
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FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

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CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
A	53.79'	50.00'	N 62°49'33" E	51.31'	61°38'07"
B	84.82'	53.00'	N 27°49'33" E	76.22'	91°42'15"
C	114.98'	53.31'	S 89°53'52" E	93.64'	123°37'15"
D	19.62'	12.50'	S 87°56'33" W	17.68'	90°00'00"
E	265.98'	453.31'	N 16°53'59" W	262.23'	33°37'07"

WISCONSIN
J. SCOTT HENKEL
2409
PLYMOUTH, WI
LAND SURVEYOR

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 2, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

1151556 - 66

1121724 - 57

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1053994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 02°32'27" WEST, 1337.88 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 87°31'05" EAST, 161.40 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013;
THENCE CONTINUE NORTH 87°31'05" EAST, 650.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 18°20'32" EAST, 1295.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 71°39'28" WEST, 134.55 FEET;
THENCE SOUTH 05°59'57" WEST, 18.03 FEET;
THENCE SOUTH 16°43'09" WEST, 166.34 FEET;
THENCE SOUTH 36°03'21" WEST, 162.79 FEET;
THENCE NORTH 72°23'15" WEST, 77.29 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 159.40 FEET, WITH A RADIUS OF 39.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 38°35'56" WEST, 77.52 FEET;
THENCE NORTH 72°23'44" WEST, 21.34 FEET;
THENCE NORTH 17°43'14" EAST, 158.97 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 116.38 FEET, WITH A RADIUS OF 269.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 30°01'50" EAST, 115.47 FEET;
THENCE NORTH 42°23'46" EAST, 9.34 FEET;
THENCE NORTH 17°37'14" EAST, 22.76 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 39.78 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70°14'17" WEST, 38.41 FEET;
THENCE NORTH 72°29'43" WEST, 179.80 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE NORTH 17°03'13" EAST, 72.00 FEET, ALONG SAID EAST LINE;
THENCE SOUTH 72°29'43" EAST, 177.84 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 42.92 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76°33'51" EAST, 41.20 FEET;
THENCE NORTH 17°37'14" EAST, 472.54 FEET;
THENCE NORTH 72°24'56" WEST, 253.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 87°31'05" EAST, 510.32 FEET, ALONG THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 18°20'32" WEST, 725.17 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 299,692 SQUARE FEET // 6.8784 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

WISCONSIN J. SCOTT HENKEL 2495 PLYMOUTH, WI LAND SURVEYOR

OWNER'S CERTIFICATE

BLACK CAP HALCYON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALCYON, LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALCYON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D. Polston, IT'S Manager, ON THIS 18th DAY OF June, 2021.

BLACK CAP HALCYON, LLC

STATE OF WISCONSIN
Ozaukee COUNTY ss

PERSONALLY CAME BEFORE ME THIS 18th DAY OF June, 2021, Anthony D. Polston TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES: July 29, 20

JUDITH A KLUNG NOTARY PUBLIC STATE OF WISCONSIN

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 9th DAY OF June, 2021 ON ANY OF THE LANDS INCLUDED IN THE PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

DATE 6.24.2021

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 23rd DAY OF June, 2021, AFFECTING THE LAND INCLUDED IN THIS PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

DATE 6-29-2021

JOSHUA MORRISON, COUNTY TREASURER

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 1st DAY OF June, 2021.

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Black Cap Halcyon LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Spectrum Mid-America, LLC, Grantee, and

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas", together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of the grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

REVISED JUNE 2, 2021
REVISED APRIL 20, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20 Date: 02/24/21

Exhibit A-2

CBRF Property

1151556 - 68

1121724 - 59

4142

Certified Survey Map

Document Number

Document Title

8537502
Tx:4377135

1119178
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/04/2021 11:57 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 3
EXEMPT #:

Recording Area

Name and Return Address

City of Port Washington
100 W. Grand Ave
Po Box 307 $30
Port Washington WI 53074

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

215-32 (2/99)

3

1151556 - 69

1121724 - 60

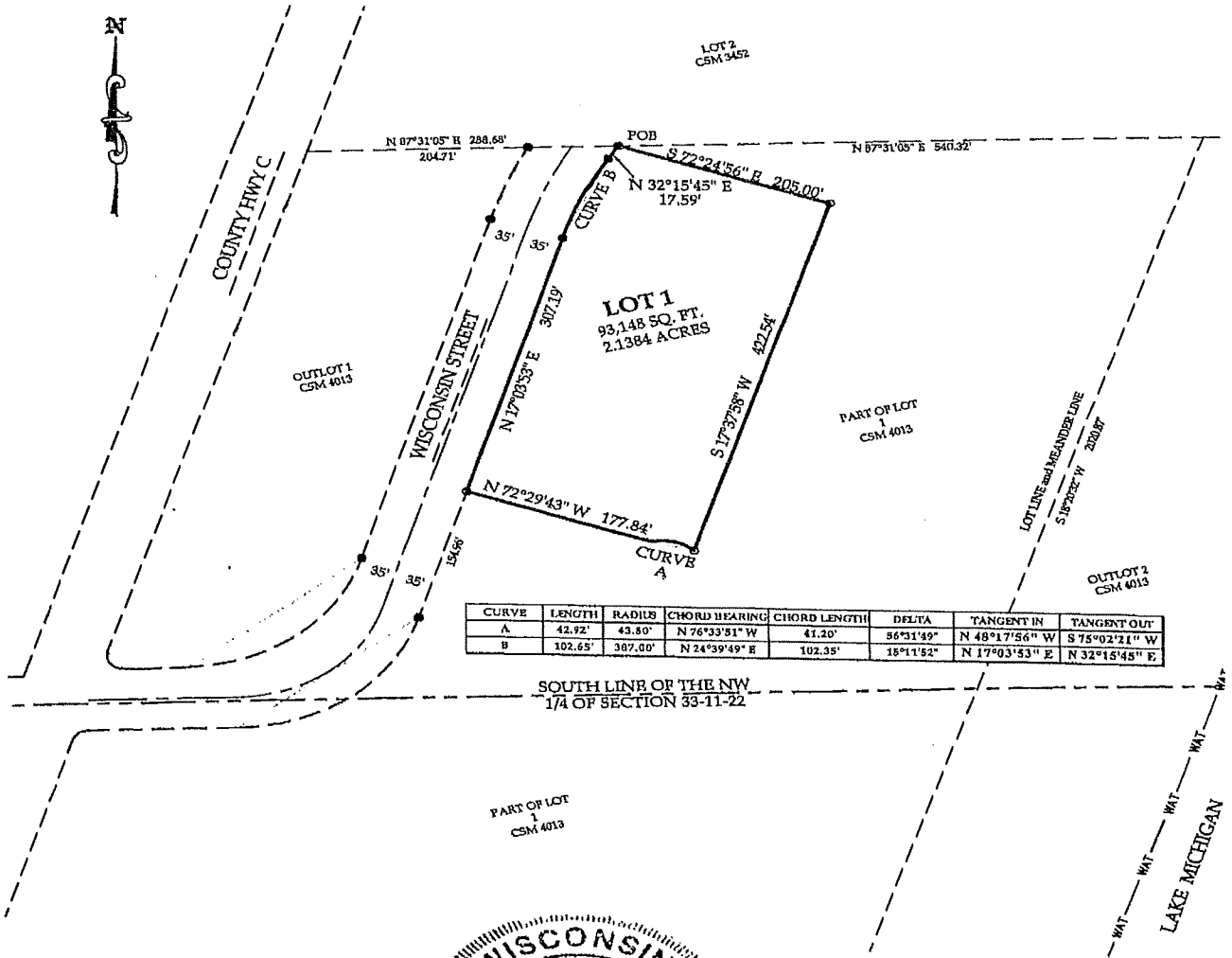
CERTIFIED SURVEY MAP #4142

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO.1059994, BEING PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF CERTIFIED SURVEY MAP 4013, RECORDED AS NORTH 87°31'05" EAST,

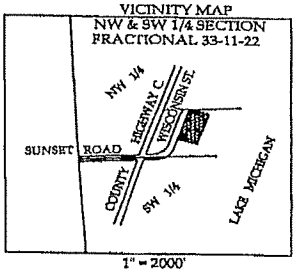
SCALE
0 80 160 320

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202



CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	TANGENT IN	TANGENT OUT
A	42.92'	43.80'	N 76°33'51" W	41.20'	56°31'49"	N 48°17'56" W	S 75°02'21" W
B	102.65'	307.00'	N 24°39'49" E	102.35'	19°11'52"	N 17°03'53" E	N 32°15'45" E

VICINITY MAP
NW & SW 1/4 SECTION
FRACTIONAL 33-11-22



1" = 2000'

WISCONSIN
J. SCOTT HENKEL
2495
PLYMOUTH, WI
LAND SURVEYOR
4/1/21

LEGEND
- ● 1" IRON PIPE FOUND
- ○ 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET.

SHEET 1 OF 2

SURVEYED AND MAPPED BY
J. SCOTT HENKEL, PLS

REVISED 9/02/20
REVISED 7/21/20

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 6/30/20

1151556 - 70
1121724 - 61

CERTIFIED SURVEY MAP # 4142

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO.1059994, BEING PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013 RECORDED AS DOCUMENT NO. 1059994 BEING PART OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 72°24'56" EAST, 205.00 FEET;
THENCE SOUTH 17°37'58" WEST, 422.54 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT 42.92 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 76°33'51" WEST, 41.20 FEET;
THENCE NORTH 72°29'43" WEST, 177.84 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE NORTH 17°03'53" EAST, 307.19 FEET, ALONG SAID EAST LINE;
THENCE CONTINUE ALONG SAID EAST LINE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 102.65 FEET, WITH A RADIUS OF 387.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24°39'49" EAST, 102.35 FEET;
THENCE NORTH 32°15'45" EAST, 17.59 FEET, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 93,148 SQUARE FEET // 2.1384 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES AS SHOWN AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

WISCONSIN
J. SCOTT HENKEL
2495
PLYMOUTH, WI
LAND SURVEYOR

OWNER'S CERTIFICATE

AS OWNERS, BLACK CAP HALCYON HOLDINGS, LLC, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS MAP IS IN ACCORDANCE WITH WISCONSIN STATUTES 236 AND THE CITY OF PORT WASHINGTON LAND DIVISION ORDINANCE.

BLACK CAP HALCYON HOLDINGS, LLC

STATE OF WISCONSIN
:SS
WASHINGTON COUNTY

PERSONALLY CAME BEFORE ME THIS 5 DAY OF APRIL, 2021, ANTHONY D. POLSTON TO ME KNOWN AS THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES: 3/15/25

CITY OF PORT WASHINGTON PLAN COMMISSION APPROVAL

THIS LAND DIVISION IS HEREBY APPROVED BY THE CITY OF PORT WASHINGTON PLAN COMMISSION ON THIS 15th DAY OF October, ~~2021.~~ 2020.

MARTIN T. BECKER, CHAIRMAN

ROBERT VANDEN NOVEN, SECRETARY

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 6/30/20

REVISED 9/02/20
REVISED 7/21/20

SHEET 2 OF 2

EXHIBIT B

Neighborhood Common Property

None

Common Property

See attached - shaded areas are "Common Property"

1151556 - 72
1121724 - 63

PRAIRIE'S EDGE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

290,692 SQ. FT. // 6.6733 ACRES

SCALE
0 30 60 120

COMMON PROPERTY INCLUDES AREAS OUTLINED AND SHADED, INCLUDING WALKWAYS, PRIVATE DRIVES AND LANDSCAPED AREAS.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF CERTIFIED SURVEY MAP 4013, RECORDED AS NORTH 87°31'05" EAST.

COMMON PROPERTY: OUTLOT 1 CSM 4013 - STORMWATER POND PARCEL

COMMON PROPERTY: OUTLOT 2 - PRIVATE DRIVE AND LANDSCAPED AREAS

COMMON PROPERTY: OUTLOT 4 OPEN SPACE AND FUTURE RECREATIONAL PATH

COMMON PROPERTY: OUTLOT 1 - PRAIRIE'S EDGE WAY (MAIN ENTRY TO DEVELOPMENT SITE)

COMMON PROPERTY: OUTLOT 3: OPEN SPACE VIEW CORRIDOR

BUILDING SETBACKS
LOTS 41-54
FRONT 20.00'
SIDE 4.00'
REAR 8.00'

WISCONSIN STREET

C.T.H. C

PRAIRIES EDGE WAY
A Private Street

SEAMAIR LANE
A Private Street

LAKE MICHIGAN

CURVE	LOT	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	TANGENT IN	TANGENT OUT
1		91.18'	59.51'	S 86°53'04" W	82.37'	87°47'16"	S 43°02'31" E	S 73°15'27" W
	41	41.76'	59.51'	S 34°39'54" E	58.64'	40°12'19"	S 53°33'19" E	S 13°06'44" W
	42	39.22'	59.51'	S 56°39'29" W	38.53'	37°45'24"	S 36°16'41" W	S 73°31'31" W
2	43	31.78'	59.50'	S 49°18'34" W	31.39'	30°36'23"	S 33°49'23" W	S 64°25'46" W
3		164.03'	346.54'	S 75°31'15" E	162.50'	27°07'33"	S 61°57'31" W	S 34°49'58" W
	44	32.56'	296.50'	S 31°37'25" W	32.54'	6°17'45"	S 32°29'32" W	S 35°47'09" W
	45	45.41'	296.50'	S 39°08'41" W	45.36'	8°46'24"	S 35°00'29" W	S 39°31'49" W
	46	9.97'	296.50'	S 43°23'16" W	9.97'	1°55'35"	S 39°31'31" W	S 41°27'22" W
4		145.55'	2013.59'	S 39°42'58" W	145.52'	4°08'46"	S 41°46'42" W	S 37°37'56" W
	49	87.32'	2013.59'	S 38°18'33" W	87.31'	2°29'07"	S 37°33'29" W	S 35°04'22" W
	50	54.03'	2013.59'	S 34°41'39" W	54.03'	1°32'06"	S 35°05'47" W	S 33°33'41" W
	51	48.31'	2013.59'	S 31°48'27" W	48.31'	1°22'19"	S 33°22'32" W	S 32°06'42" W
5	52	31.19'	36.29'	S 03°39'05" E	30.19'	49°14'24"	S 31°46'43" W	S 17°04'43" E
6		155.55'	28.50'	N 72°47'16" W	15.36'	249°30'13"	S 17°04'43" E	S 42°25'31" E
	54	86.45'	59.50'	S 69°39'23" W	85.32'	83°15'38"	S 27°46'23" E	S 45°31'46" W
	LOT 1	139.45'	59.50'	S 78°36'56" W	77.23'	268°52'38"	S 45°31'46" W	N 43°38'31" E
7	LOT 1	116.78'	347.69'	N 36°48'39" E	115.23'	24°49'31"	N 17°43'24" E	N 42°53'46" E
8		182.81'	63.50'	S 16°03'25" W	79.01'	165°01'19"	N 75°16'15" E	N 84°43'54" W
	ARC 8A	39.78'	42.50'	N 78°31'17" W	38.41'	53°37'57"	S 53°57'52" W	N 26°40'04" W
	ARC 8B	42.32'	63.50'	S 76°03'51" E	41.56'	38°11'03"	N 73°07'19" E	S 68°17'54" E
	OUTLOT 2	104.31'	40.50'	S 13°31'39" W	79.10'	131°51'48"	S 48°37'55" E	S 83°33'32" W

VICINITY MAP
NW & SW 1/4 SECTIONS
FRACTIONAL SECTION 33

1" = 1000'

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISION 1 MAR 3, 2021

LEGEND

- 1" IRON PIPE FOUND
- 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET.

INDIVIDUAL LOT CORNERS TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

EXHIBIT C

Development Plan

1151556 - 74

1121724 - 65

EXHIBIT D

Plat

1151556 - 76
1121724 - 67

8539685
Tx:4378657

Register of Deeds
Land Information Office & Property Description
121 W Main Street
Port Washington WI 53074
Ronald A Voigt
Register of Deeds

1120734
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
06/30/2021 12:44 PM
REC FEE: 50.00
TRANS FEE:
PAGES: 1
EXEMPT #:

Subdivision X **Condominium** _____ **Transportation Plat** _____

Subdivision Name Final Plat Prairie's Edge North Phase

Cabinet C **Sleeve** 59B, 60AB, 61A

Grantor Black Cap Halcyon LLC

Grantee Final Plat Prairie's Edge North Phase

Section 33 **Town** 11 **Range** 22 **Quarter/Quarter** _____

Key # Prefix 11-269

Assigned new Key #'s:

1151556 - 77

1121724 - 68

1120734

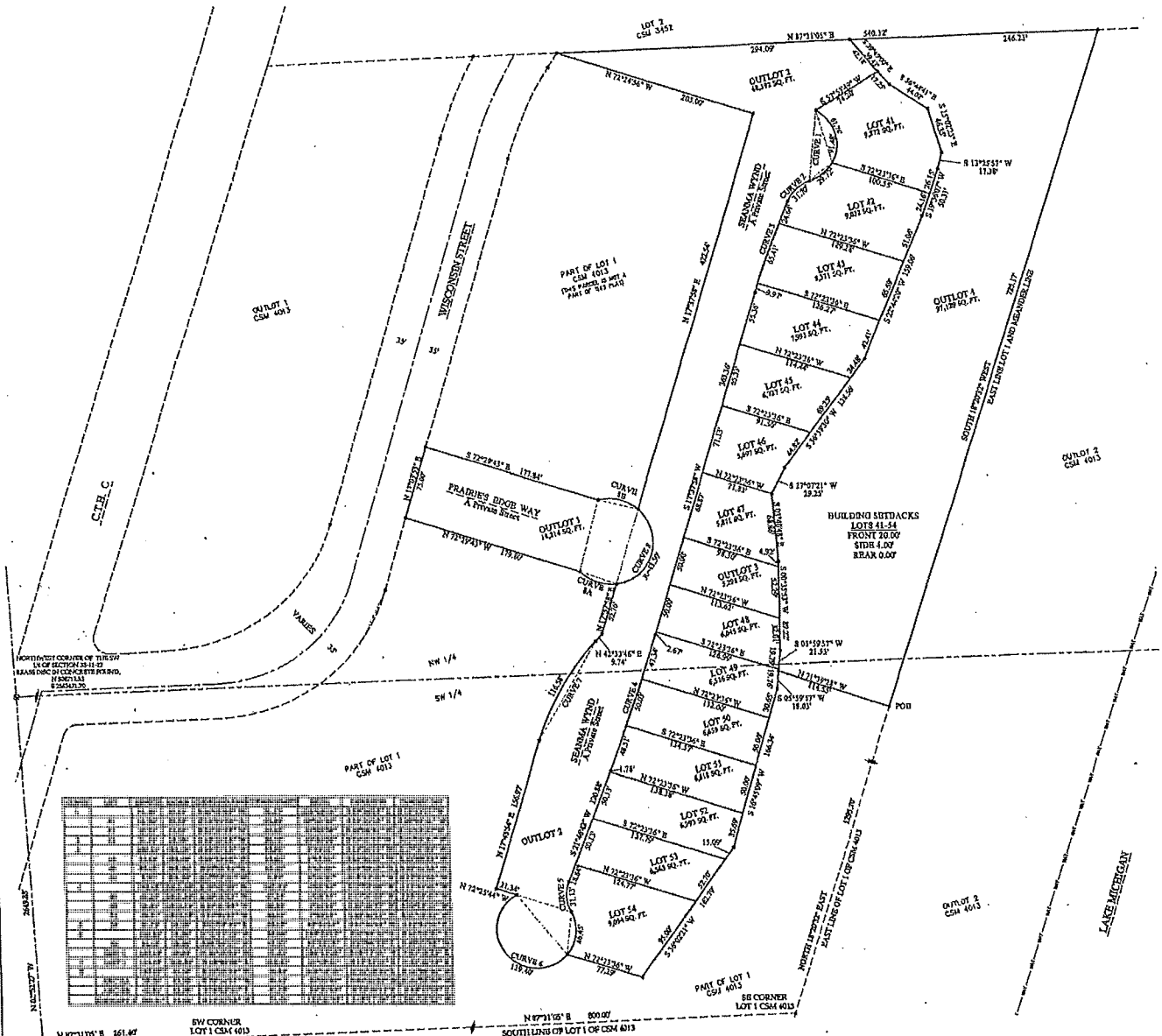
FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

290,692 SQ. FT. // 6.6734 ACRES

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'27" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI

RECORDED ON

06/30/2021 12:44 PM

WISCONSIN
J. SCOTT HENKEL
2495
PLYMOUTH, WI
LAND SURVEYOR

VICINITY MAP
NW & SW 1/4 SECTION
FRACTIONAL 33-11-22

1" = 500'

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 2, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

LEGEND

- 1" IRON PIPE FOUND
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET.

MONUMENT LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

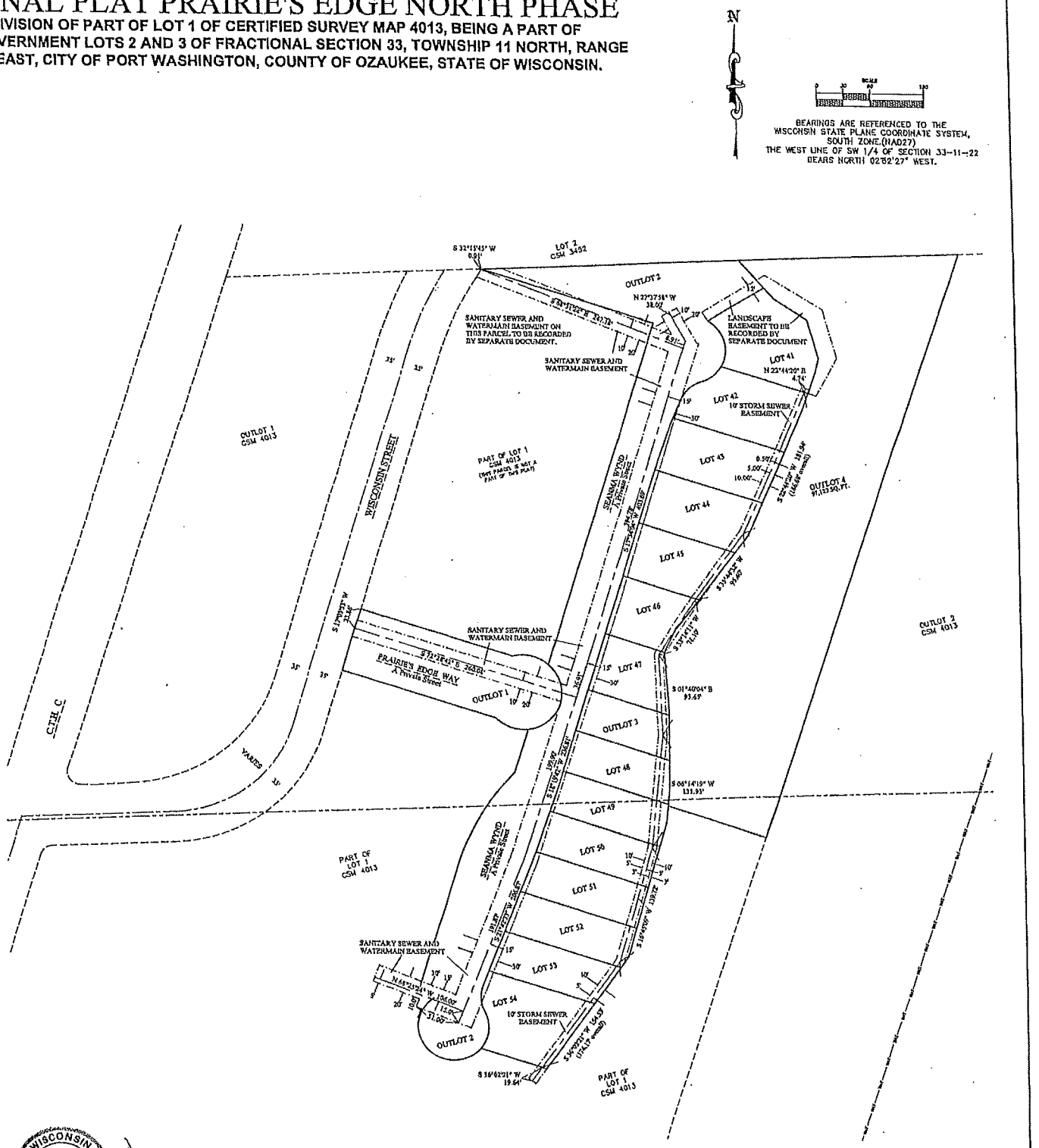
1151556 - 78

1121724 - 69

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



WISCONSIN
J. SCOTT HENKEL
2405
PLYMOUTH, WI
LAND SURVEYOR
6/15/21

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 2, 2021
REVISED APRIL 9, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20 Date: 02/24/21

1151556 - 79

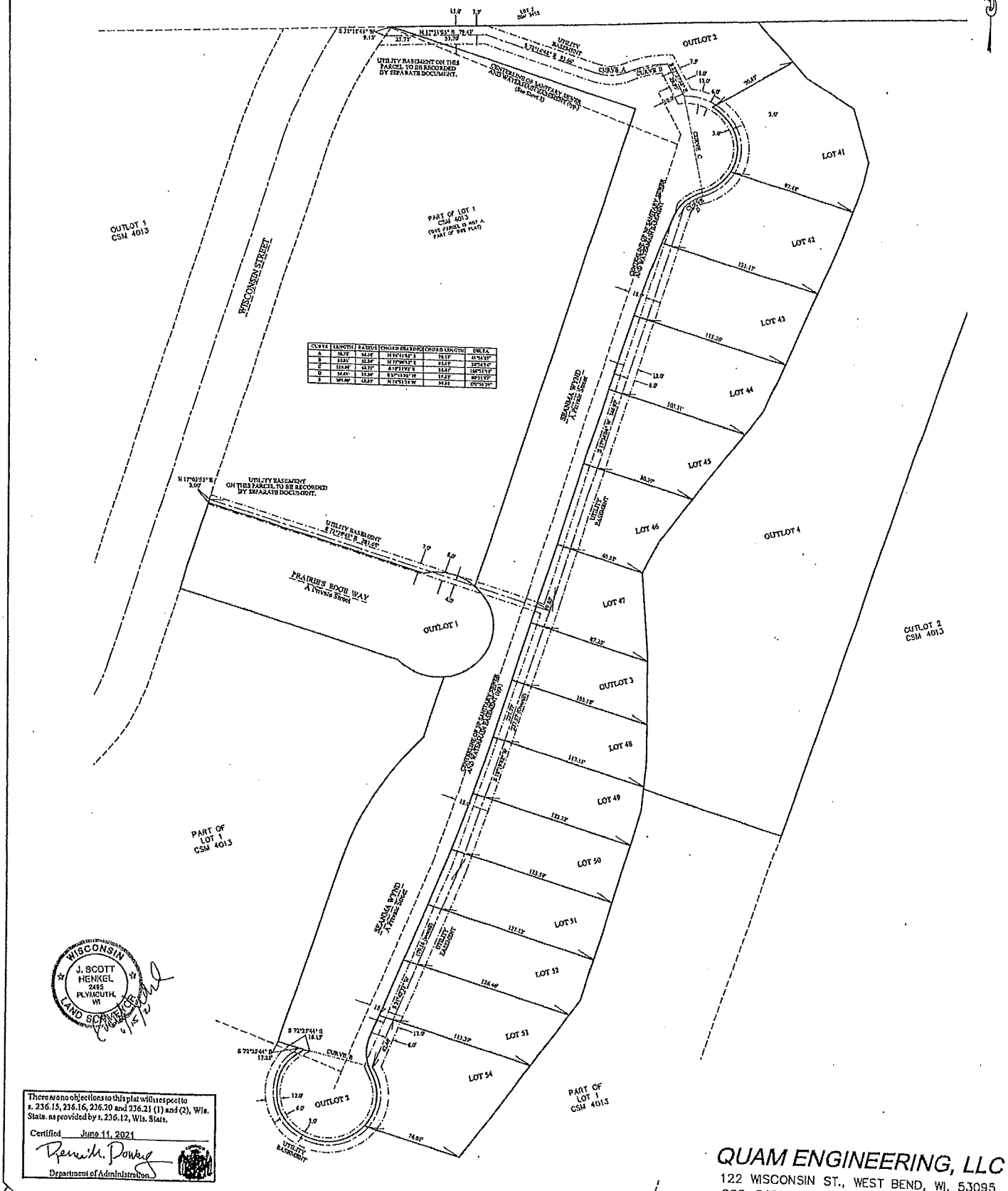
1121724 - 70

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE,(NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'27" WEST.



CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
A	26.73'	66.00'	N 16°11'43" E	26.55'	23°12'33"
B	33.01'	66.00'	N 37°36'13" E	32.67'	28°39'47"
C	113.04'	66.00'	S 47°11'07" E	100.47'	98°08'13"
D	34.01'	33.00'	S 59°13'36" W	32.53'	59°03'37"
E	301.00'	66.00'	N 74°51'24" W	94.81'	261°13'27"

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

WISCONSIN J. SCOTT HENKEL 2465 PLYMOUTH, WI LAND SURVEYOR

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 2, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

1151556 - 80

1121724 - 71

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1059994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 02°51'27" WEST, 1337.88 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 87°31'05" EAST, 261.40 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013;
THENCE CONTINUE NORTH 87°31'05" EAST, 800.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 18°20'32" EAST, 1295.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 71°39'28" WEST, 114.55 FEET;
THENCE SOUTH 05°59'57" WEST, 18.03 FEET;
THENCE SOUTH 16°45'09" WEST, 166.34 FEET;
THENCE SOUTH 36°01'21" WEST, 162.99 FEET;
THENCE NORTH 72°52'19" WEST, 77.29 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 139.40 FEET, WITH A RADIUS OF 39.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18°35'56" WEST, 77.52 FEET;
THENCE NORTH 72°25'44" WEST, 21.34 FEET;
THENCE NORTH 17°43'54" EAST, 136.97 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 116.58 FEET, WITH A RADIUS OF 269.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 30°08'30" EAST, 115.67 FEET;
THENCE NORTH 42°33'48" EAST, 9.74 FEET;
THENCE NORTH 17°37'48" EAST, 32.76 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 39.28 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70°14'17" WEST, 38.41 FEET;
THENCE NORTH 72°28'43" WEST, 199.63 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE NORTH 17°03'53" EAST, 75.00 FEET, ALONG SAID EAST LINE;
THENCE SOUTH 72°29'43" EAST, 177.84 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 42.92 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76°32'51" EAST, 41.20 FEET;
THENCE NORTH 17°37'48" EAST, 422.54 FEET;
THENCE NORTH 72°24'55" WEST, 205.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 87°31'05" EAST, 540.32 FEET, ALONG THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 18°20'32" WEST, 725.17 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 290,692 SQUARE FEET // 6.6724 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

WISCONSIN J. SCOTT HENKEL 2495 PLYMOUTH, WI LAND SURVEYOR

6/15/21

OWNER'S CERTIFICATE

BLACK CAP HALCYON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALCYON, LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALCYON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D. Polston, ITS Manager, ON THIS 18th DAY OF June, 2021.

BLACK CAP HALCYON, LLC

STATE OF WISCONSIN)
) SS
Ozaukee COUNTY)

PERSONALLY CAME BEFORE ME THIS 18th DAY OF June, 2021, Anthony D. Polston TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES: July 29, 2021

JOSHUA KLUNG NOTARY PUBLIC STATE OF WISCONSIN

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 8th DAY OF June, 2021 ON ANY OF THE LANDS INCLUDED IN THIS PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

6.24.2021
DATE

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 21st DAY OF June, 2021, AFFECTING THE LAND INCLUDED IN THE PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

6-29-2021
DATE

JOSHUA MORRISON, COUNTY TREASURER

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 1st DAY OF June, 2021.

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Black Cap Halcyon LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Spectrum Mid-America, LLC Grantee, and

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas", together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of the grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20 Date: 02/24/21

REVISED JUNE 2, 2021
REVISED APRIL 20, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

2 of 2

EXHIBIT E

Center Phase Property

1151556 - 82

1121724 - 73

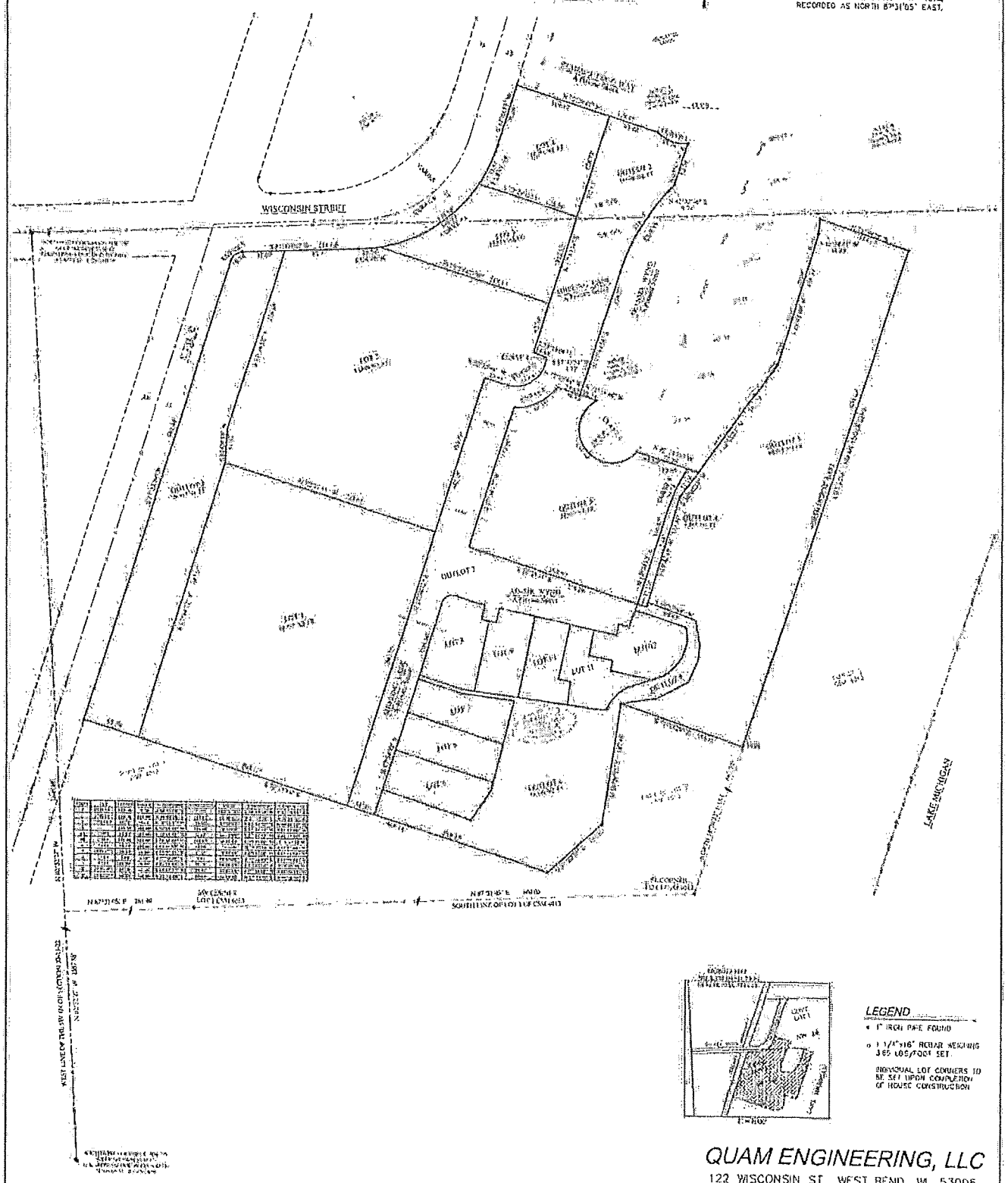
FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

510,095 SQ. FT. // 11.7101 ACRES

BEARINGS ARE REFERENCED TO THE NORTH LINE OF CERTIFIED SURVEY MAP 4013, RECORDED AS NORTH 87°31'05" EAST.



LEGEND

- 1" IRON PIPE FOUND
- 1 1/4"x16" REBAR WEIGHING 3.65 LBS/FOOT SET

INDIVIDUAL LOT CORNERS TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION

SURVEYED BY ROBERT W. DAVID
SURVEYED AND MAPPED BY
SCOTT HENKEL, PLS

REVISION 2 JUNE 25, 2021
REVISION 1 JUNE 23, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST, WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20.2 Date: 6/23/21

1151556 - 83

1121724 - 74

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



BEARINGS ARE REFERENCED TO THE NORTH LINE OF CERTIFIED SURVEY MAP 4013, RECORDED AS NORTH 87°31'05" EAST.





LEGEND

- 1" IRON PIPE FOUND
- 1 1/4"x18" REBAR WEIGHING 3.65 LBS/FOOT SET

INDIVIDUAL LOT CORNERS TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION

QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND, WI. 53095

262-346-7800 www.quamengineering.com

PROJECT # BC-30-20.2 Date: 6/23/21

SURVEYED BY: JOSEPH W. DAVID
SURVEYED AND MAPPED BY: SCOTT HENGEL, PLS

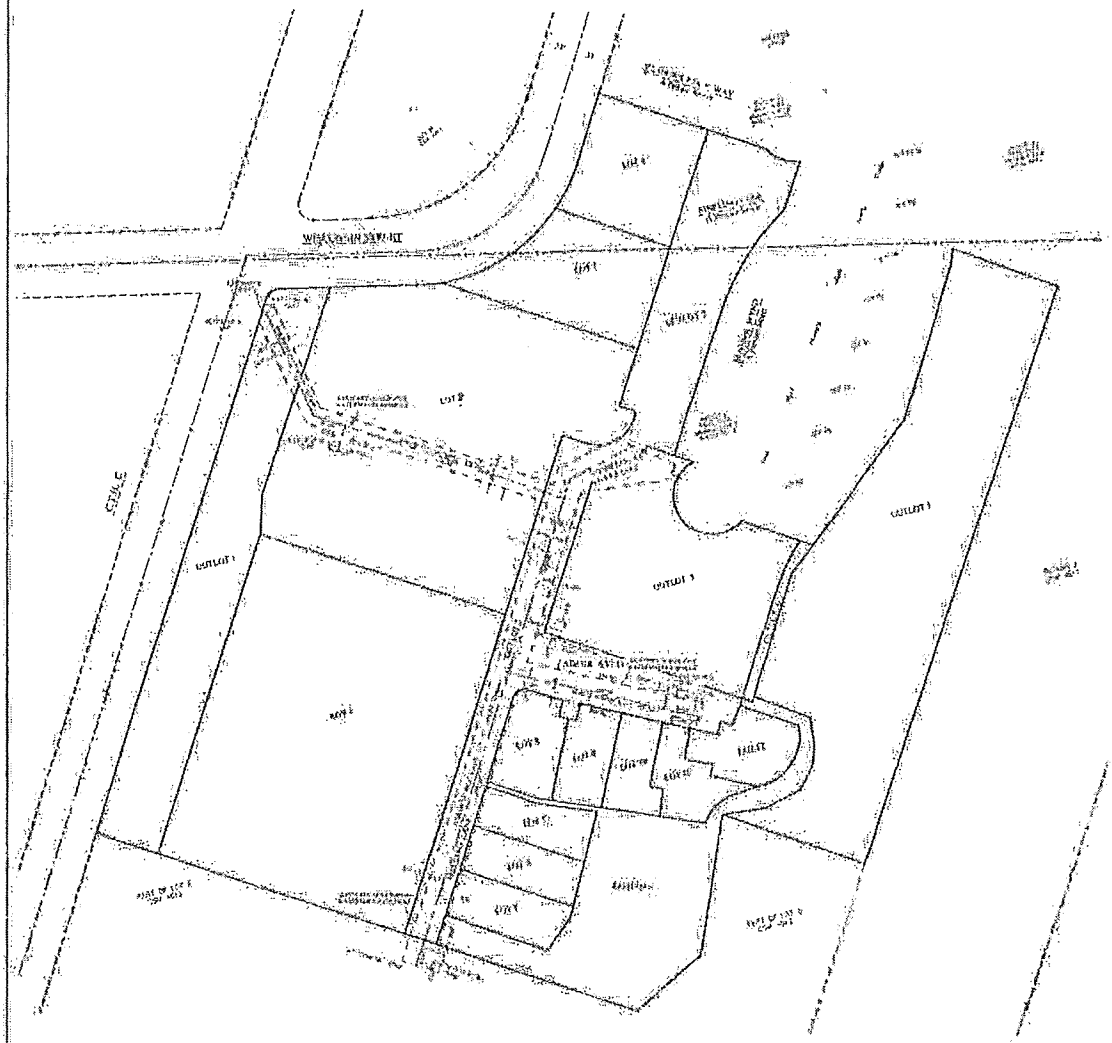
REVISION 2 (AUG. 26, 2021)
REVISION 1 (JUNE 25, 2021)

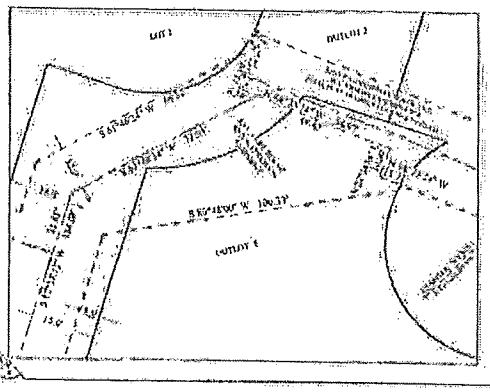
1151556 - 84

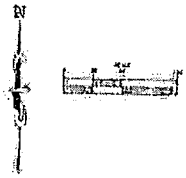
1121724 - 75

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.







QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20.2 Date: 6/23/21

REVISION 3 JUNE 25, 2021
REVISION 1 JUNE 25, 2021

1151556 - 85

1121724 - 76

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, SCOTT HEBER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING DESCRIBED LAND:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1051794, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 02°51'27" WEST, 1247.91 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 87°08'33" EAST, 345.93 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013 AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 87°08'33" EAST, 810.96 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 11°29'31" EAST, 561.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 11°29'31" EAST, 536.28 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF LOT 1 OF PRAIRIE'S EDGE;
THENCE NORTH 77°09'16" WEST, 114.55 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 1;
THENCE SOUTH 16°50'33" WEST, 31.05 FEET, ALONG THE EAST LINE OF PRAIRIE'S EDGE;
THENCE SOUTH 16°43'09" WEST, 188.34 FEET, ALONG THE EAST LINE OF PRAIRIE'S EDGE;
THENCE SOUTH 30°01'41" WEST, 153.59 FEET, TO THE SOUTHEAST CORNER OF LOT 14 OF PRAIRIE'S EDGE;
THENCE NORTH 72°32'26" WEST, 77.19 FEET, ALONG THE SOUTH LINE OF SAID LOT 14 TO THE EAST LINE OF SEANSHAIR LANE;
THENCE ALONG THE SOUTH LINE OF SEANSHAIR LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 139.59 FEET, WITH A RADIUS OF 89.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24°15'56" WEST 77.31 FEET;
THENCE NORTH 32°05'44" WEST 21.34 FEET, ALONG THE SOUTH END OF SEANSHAIR LANE;
THENCE NORTH 11°01'54" EAST 156.92 FEET, ALONG THE WEST LINE OF SEANSHAIR LANE;
THENCE ALONG THE WEST LINE OF SEANSHAIR LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 116.51 FEET WITH A RADIUS OF 369.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 20°04'30" EAST, 116.07 FEET;
THENCE NORTH 29°01'48" EAST, 9.74 FEET, ALONG THE WEST LINE OF SEANSHAIR LANE;
THENCE NORTH 11°23'39" EAST, 52.56 FEET, ALONG THE WEST LINE OF SEANSHAIR LANE TO THE SOUTH LINE OF PRAIRIE'S EDGE WAY;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY BEING THE ARC OF A CURVE BEARING TO THE RIGHT 39.76 FEET, WITH A RADIUS OF 43.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89°14'17" WEST, 38.43 FEET;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY NORTH 63°58'43" WEST 129.00 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET SOUTH 17°01'53" WEST 76.45 FEET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET BEING THE ARC OF A CURVE BEARING TO THE RIGHT 82.35 FEET WITH A RADIUS OF 140.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 34°36'31" WEST 81.19 FEET;
THENCE ALONG THE SOUTH END OF WISCONSIN STREET SOUTH 52°11'09" WEST 114.43 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT 81.34 FEET, WITH A RADIUS OF 15.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51°35'21" WEST, 17.33 FEET, TO THE EAST LINE OF COUNTY HIGHWAY C;
THENCE ALONG SAID EAST LINE OF COUNTY HIGHWAY C SOUTH 17°01'53" WEST, 81.18 FEET;
THENCE SOUTH 72°32'26" EAST, 193.18 FEET;
THENCE NORTH 41°02'37" EAST, 19.91 FEET;
THENCE NORTH 70°05'35" EAST, 147.40 FEET;
THENCE SOUTH 71°41'31" EAST, 155.12 FEET, TO THE POINT OF BEGINNING

CONTAINING 510,905 SQUARE FEET (11.728 ACRES) MORE OR LESS

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

SCOTT HEBER, PLS-2651

OWNER'S CERTIFICATE

BLACK CAP HALCYON LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALCYON LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALCYON LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, _____, THIS _____ DAY OF _____, 2021.

BLACK CAP HALCYON LLC

STATE OF WISCONSIN)
) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2021, _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN _____ MY COMMISSION EXPIRES: _____

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS _____ DAY OF _____, 2021.

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2021, ON ANY OF THE LANDS INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

DATE _____ JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2021, AFFECTING THE LAND INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

DATE _____ JOSHUA MORRISON, COUNTY TREASURER

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20.2 Date: 6/23/21

REVISION 1 JUNE 23, 2021

EXHIBIT F

South Phase Property

PRAIRIE'S EDGE SUBDIVISION PHASE 2

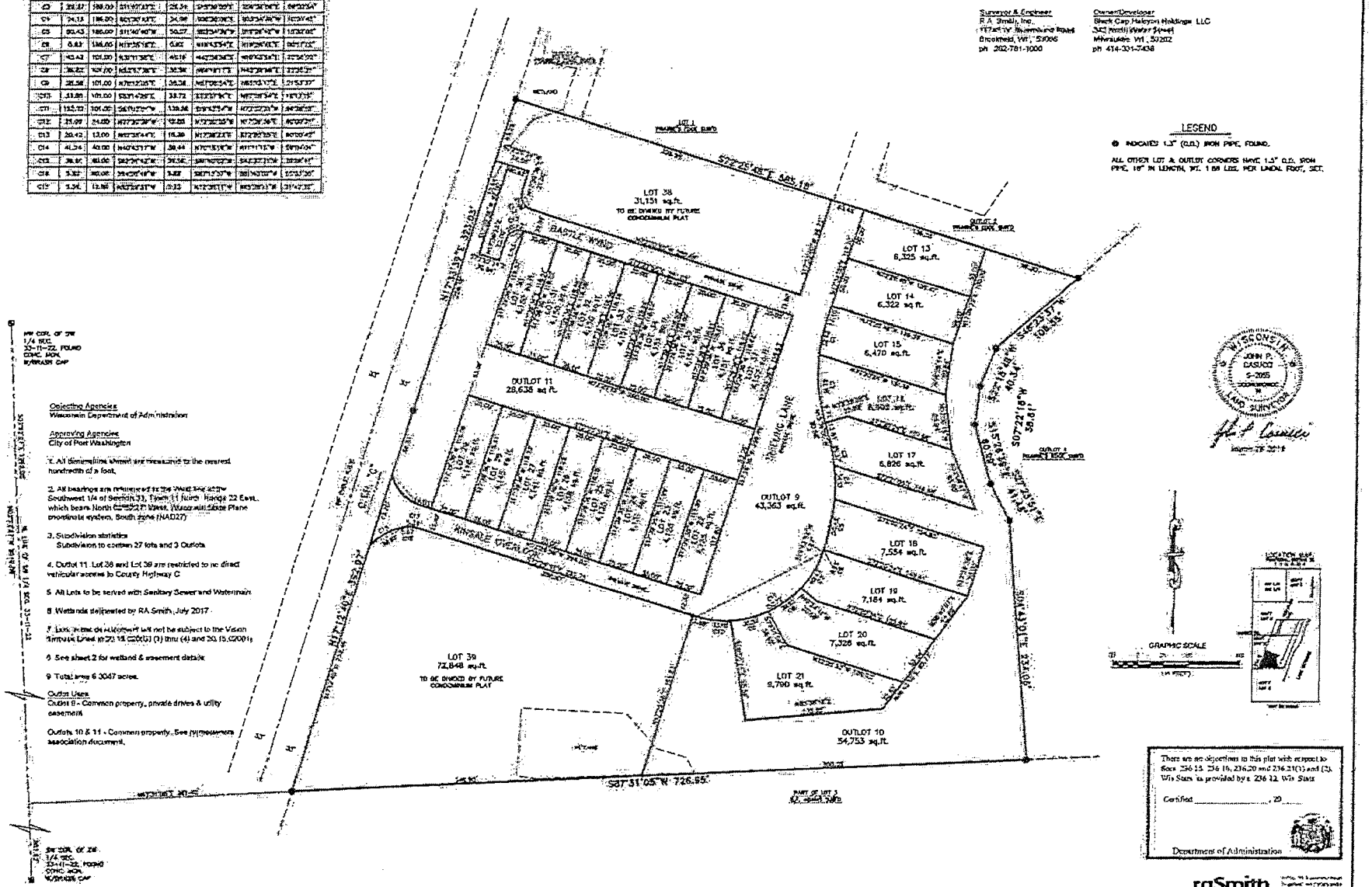
A subdivision of Outlot 3 of Prairie's Edge Subdivision, being a part of Government Lots 2 and 3 of Fractional Section 33, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin

Surveyor & Engineer
R.A. Smith, Inc.
11742 W. Bluemound Road
Brookfield, WI. 53005
ph 262-781-1000

Owner/Developer
Black Cap Halcyon Holdings LLC
342 North Water Street
Milwaukee, WI. 53202
ph 414-301-7438

Curve Table

Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C1	32.82	164.00	S11°40'58"W	32.76	S17°34'00"W	S06°03'04"W	11°28'04"
C2	65.16	164.00	S04°47'33"E	64.73	S06°03'04"E	S16°56'36"E	22°45'56"
C3	39.37	189.00	S11°40'58"W	39.30	S17°34'00"W	S06°03'04"W	11°56'04"
C4	34.13	189.00	S01°26'43"E	34.08	S06°36'06"E	S03°24'36"W	10°20'45"
C5	80.43	189.00	S11°40'58"W	79.87	S17°34'00"W	S06°03'04"W	24°22'56"
C6	6.83	189.00	S17°35'16"E	6.83	S16°53'54"E	S17°26'43"E	2°04'02"
C7	103.42	101.00	S33°11'38"E	99.16	S62°34'34"E	S04°03'04"W	58°40'22"
C8	36.82	101.00	S63°21'38"E	36.62	S73°34'34"E	S53°03'04"E	20°53'22"
C9	36.58	101.00	S76°12'05"E	36.38	S65°56'34"E	S85°53'37"E	20°45'37"
C10	33.86	101.00	S53°14'58"E	33.72	S43°33'04"E	S63°14'58"E	19°12'15"
C11	152.12	101.00	S87°02'57"W	138.56	S39°45'47"W	N50°22'23"W	86°16'55"
C12	21.09	24.00	N73°26'38"W	20.42	N47°26'38"E	N73°26'38"E	50°20'47"
C13	20.42	13.00	N03°26'44"E	18.39	N13°26'22"E	N73°26'38"E	90°00'47"
C14	41.24	40.00	N40°43'17"W	39.44	N70°13'57"W	N11°11'12"W	59°04'04"
C15	36.91	80.00	S83°26'42"E	36.59	S89°16'02"E	S64°23'21"E	26°26'41"
C16	5.92	80.00	S66°05'48"E	5.92	S67°13'07"E	S66°18'02"E	4°14'27"
C17	5.34	13.00	N62°56'31"W	5.30	N72°33'17"W	N53°39'13"W	23°32'35"



NW COR. OF THE 1/4 SEC. 33-11-22, FOUND CHAIN IRON W/BRASS CAP

SW COR. OF SW 1/4 SEC. 33-11-22, FOUND CHAIN IRON W/BRASS CAP

Collecting Agencies
Wisconsin Department of Administration

Approving Agencies
City of Port Washington

1. All dimensions shown are measured to the nearest hundredth of a foot.

2. All bearings are referenced to the West line of the Southwest 1/4 of Section 33, Town 11 North, Range 22 East, which bears North 01°28'40" West, Wisconsin State Plane coordinate system, South zone (NAD27)

3. Subdivision statistics
Subdivision to contain 27 lots and 3 Outlots

4. Outlot 11, Lot 38 and Lot 39 are restricted to no direct vehicular access to County Highway C

5. All Lots to be served with Sanitary Sewer and Watermain

6. Wetlands delineated by RA Smith, July 2017

7. Lots in the subdivision will not be subject to the Vision Triangle Lines in 20.15.0200(3) (3) thru (4) and 20.15.0200(4)

8. See sheet 2 for wetland & easement details

9. Total area 6.3047 acres.

Outlot Uses
Outlot 9 - Common property, private drives & utility easement

Outlots 10 & 11 - Common property. See (W)nership association document.

LEGEND

● INDICATES 1.3" (O.D.) IRON PIPE, FOUND.

ALL OTHER LOT & OUTLOT CORNERS HAVE 1.3" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.

WISCONSIN
JOHN P. CASUCCI
S-2655
LAND SURVEYOR

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis Stats

Certified _____, 20____

Department of Administration

raSmith

SHEET 1 OF 2 SHEETS

1151556 - 87
1121724 - 78

EXHIBIT G

Articles of Incorporation

1151556 - 89

1121724 - 80

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation:	Prairie's Edge Master Association, Inc.

Principal Office

Mailing Address:	342 N. Water Street, Suite 600
City:	Milwaukee
State:	WI
Zip Code:	53202

Registered Agent

Registered Agent Individual:	
Name of Entity:	BCH MANAGEMENT, LLC
Street Address:	342 N. Water Street, Suite 600
City:	Milwaukee
State:	WI
Zip Code:	53202

Select Statement

Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Lisa Wood

Incorporator

Name:	Lisa Wood
Street Address:	111 E. Kilbourn Avenue
City:	Milwaukee
State:	WI
Zip Code:	53202

Incorporator Signature

I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Lisa Wood

Optional Articles

The purpose(s) for which the corporation is incorporated:	Real Estate Association
Delayed Effective date:	

1151556 - 90

1121724 - 8

Directors

Name:	George Katsekes
Street Address:	342 N. Water Street, Suite 600
City:	Milwaukee
State:	WI
Zip Code:	53202
Name:	Lisa Wood
Street Address:	111 E. Kilbourn Avenue
City:	Milwaukee
State:	WI
Zip Code:	53202
Name:	Anthony Polston
Street Address:	342 N. Water Street, Suite 600
City:	Milwaukee
State:	WI
Zip Code:	53202

Optional Contact Information

Name:	Lisa Wood
Address:	111 E. Kilbourn Avenue, Suite 1400
City:	Milwaukee
State:	WI
Zip Code:	53202
Phone Number:	4142251416
Email Address:	lwood@dkattorneys.com

Endorsement

	FILED
Received Date:	08/30/2018

EXHIBIT H

Association Bylaws

BYLAWS
OF
PRAIRIE'S EDGE MASTER ASSOCIATION, INC.

1. **Definitions.** When used in these bylaws, terms which are not defined in the Bylaws shall have the meanings as defined in the Master Declaration of Covenants, Conditions and Restrictions of Prairie's Edge recorded with the Ozaukee County Register of Deeds on July ___, 2021 as Document No. _____, as amended (the "Master Declaration") or the Articles of Incorporation of the Prairie's Edge Master Association, Inc. (the "Articles").

2. **Identity.** These are the Bylaws of Prairie's Edge Master Association, Inc., a corporation not for profit organized pursuant to Chapter 181, Wisconsin Statues (the "Association").

2.1 **Office.** The office of the Association shall be located at (c/o BCH Management, LLC) 342 N. Water Street, Suite 600, Milwaukee, Wisconsin 53202, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The Association shall have no seal.

3. **Members.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, of Parcels, Residential Units or Commercial Units located on the Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Parcel or Residential Unit or Commercial Unit. Multiple Owners shall be subject to the provisions of the Master Declaration relative to "Multiple Owners."

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Ozaukee County, Wisconsin, a deed or other instrument establishing record title to a Parcel or Residential Unit, or Commercial Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Wisconsin. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Voting rights of each Member of the Association and the manner of exercising such voting rights shall be as set forth in in the Master Declaration and these Bylaws. Anything in these Bylaws to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers seventy-five percent (75%) of the Parcels in the North Phase Property, seventy-five (75%) of the Parcels in the Center Phase Property and seventy-five

percent (75%) of the Parcels in the South Phase Property to an Owner other than Declarant or Declarant's Affiliate, or at such earlier date as may be selected by the Declarant (the "Voting Date"), the Members shall not be entitled to cast a vote in any Association matters, and therefore, the Board of Directors shall not be subject to the vote of the Members until the Voting Date. "Declarant's Affiliate" shall mean any entity which is controlling, controlled by, or under common control of Black Cap Halcyon Holdings, LLC.

3.4 **Designation of Voting Representative.** If a Parcel, Residential Unit or Commercial Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Parcel or Residential Unit or Commercial Unit. If a Parcel, Residential Unit or Commercial Unit is owned by more than one person or entity, the person entitled to cast the votes for the Parcel, Residential Unit or Commercial Unit shall be designated by a certificate signed by all of the record Owners of the Parcel, Residential Unit or Commercial Unit and filed with the Secretary of the Association. If a Parcel, Residential Unit or Commercial Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Parcel or Residential Unit, Commercial Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Parcel, Residential Unit or Commercial Unit is owned by a corporation, the person entitled to cast the votes for the Parcel, Residential Unit or Commercial Unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association; If a Parcel, Residential Unit or Commercial Unit is owned in trust, the person entitled to vote for the Parcel, Residential Unit or Commercial Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Parcel, Residential Unit or Commercial Unit concerned. A certificate designating the person entitled to cast the votes of a Parcel, Residential Unit or Commercial Unit may be revoked in writing by any Owner thereof. Provided, however, that no Parcel, Residential Unit or Commercial Unit shall vote in excess of the voting rights allocated to that Parcel, Residential Unit or Commercial Unit pursuant to the Master Declaration, and these bylaws, as the case may be.

3.5 **Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Master Declaration, the Articles, or by these Bylaws.

3.6 **Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Parcel, Residential Unit or Commercial Unit.

4. **Members' Meetings.**

4.1 **Annual Members' Meetings.** On and after the Voting Date, the annual Members' meeting shall be held at the office of the Association during the month of January of each year for the purpose of appointing directors and transacting any business authorized to be transacted, at a time designated by the Board of Directors, who shall have the discretion to hold

the annual meeting at any other time during the month of January which they may deem to be more convenient to the Members of the Association.

4.2 **Special Members' Meetings.** On and after the Voting Date, the Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or

(b) The holders of not less than one-third (1/3) of all of the votes entitled to be voted at the meeting.

4.3 **Notice and Delivery of Proxy for All Meetings of Members.** The Association shall deliver to each Voting Delegate of each Neighborhood Association notice of the meeting and written proxies stating the place, day, and hour of the meeting and, the purpose or purposes for which the meeting is called and the vote to be conducted which proxy shall be delivered by each of the Voting Delegates to each Member within their respective Neighborhood Associations entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, personally, by first-class mail, or electronic mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. The Members shall cast their votes via proxy which shall be delivered to the Voting Delegate within three (3) days prior to the meeting. The vote of a Member who fails to timely deliver the proxy shall be as set forth in the Master Declaration.

4.4 **Quorum.** A quorum at Members' meetings shall consist of the three Voting Delegates. If a quorum is present, the affirmative vote of a majority of votes represented by the Voting Delegates (i.e. the number of votes allocated to the Members and received by the Voting Delegate and directed as a proxy to the Voting Delegate plus the votes cast by the Voting Delegates for such Members who did not submit a proxy) at a meeting shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Master Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular Neighborhood, a majority of the votes as cast by the Voting Delegates of such Neighborhood shall constitute a quorum for the transaction of such item of business by that Neighborhood.

4.5 **Proxies – Authority to Sign.** If there are multiple Owners of a Parcel, the authority to sign the proxy distributed pursuant to Section 4.3 shall be subject to Article III, Section 5 of the Master Declaration.

4.6 **Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. All proxies delivered for the original meeting shall be valid at the adjourned meeting.

4.7 **Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Reports of officers.
(e) Reports of Committees.
(f) Appointment of directors.
(g) Appointment of Nominating Committee.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

4.8 **Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

5. Board of Directors.

5.1 **Number.** On and after the Voting Date, the affairs of the Association shall be managed by a Board of three (3) directors. The Board shall be comprised of the President of each Neighborhood Association. Anything in these Bylaws to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers seventy-five percent (75%) of the Parcels in the North Phase Property, seventy-five (75%) of the Parcels in the Center Phase Property and seventy-five percent (75%) of the Parcels in the South Phase Property to an Owner other than Declarant or Declarant's Affiliate, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. Until such time as the Voting Date has occurred, Declarant shall be the sole vote or alternatively, Declarant may elect to appoint (and remove as the case may be) all of the members of the Board of Directors, on all matters and shall have sole decision making authority for the Association.

5.2 **Term of Office.** On and after the earlier of the Voting Date or such time as Once the Declarant has relinquished the power to designate the Board of Directors, the Board of Directors shall consist of the duly elected (pursuant to the terms of each Neighborhood Association's Bylaws) President of each Neighborhood Association and shall serve for a term of one (1) year. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 **Removal.** Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from the Board, with or without cause, pursuant to the requirements to remove the President of a Neighborhood Association as set forth in each of the Neighborhood Association's bylaws. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining directors and which new appointee shall be the President of the respective Neighborhood Association, and shall serve for the unexpired term of his predecessor, except in the case of a Declarant-appointed Director, in which case Declarant shall appoint the successor.

5.4 **Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 **Election.** Except for Declarant-appointed directors, election to the Board of Directors shall be as set forth in the bylaws of each Neighborhood Association. The President elected by each Neighborhood Association shall be a member of the Board of Directors and shall be a Voting Delegate.

6. Meetings of Directors.

6.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday. Regular meetings of the Board of Directors shall be open to the Members.

6.2 **Special Meetings.** Special meetings of the Directors may be called by the President of the Board, by the President of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally, electronic mail or by first class mail which notice shall state the time, place and purpose of the meeting.

6.3 **Action Taken Without a Meeting.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 **Defects in Notice, etc. Waived by Attendance.** Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.5 **Quorum.** A quorum at directors' meeting shall consist of the presence of the entire Board of Directors. The acts approved by a majority of Board of Directors at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Master Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.6 **Adjourned Meetings.** A majority of the directors present whether or not a quorum exits, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 **Action by Directors Without a Meeting.** Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 **Presiding Officer.** The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 **Powers and Duties of Board of Directors.** All of the powers and duties of the Association existing under the Master Declaration, a Supplemental Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

6.10 **Electronic Meetings.** To the extent provided in these Bylaws, the Board of Directors, or any committee of the Board, may, in addition to conducting meetings in which each director participates in person, and notwithstanding any place set forth in the notice of the meeting or these Bylaws, conduct any regular or special meeting by the use of any electronic means of communication, provided (a) all participating directors may simultaneously hear each other during the meeting and vote on matters submitted, or (b) all communication during the meeting are immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors. Before the commencement of any business at a meeting at which any directors do not participate in person, all participating directors shall be informed that a meeting is taking place at which official business may be transacted.

7. **Officers.**

7.1 **Officers and Election.** The executive officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, who shall be a member of the Board of Directors, a Treasurer, who shall be a member of the Board of Directors, and a Secretary, who shall be a member of the Board of Directors, all of whom shall be elected annually by the Board of Directors. Any person may hold two or more offices except that the President shall not also be the Vice President. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist

in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. he shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The Duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 **Compensation.** The compensation, if any, of the officers shall be fixed by the Board of Directors only if approved by the President of the Apartment and Commercial Association.

7.7 **Removal.** In the event that any officer is removed from the Board of Directors pursuant to Section 5.3 above, then such person shall automatically be removed as an officer.

7.8 **Electronic Meetings**. To the extent provided in these Bylaws, the officers, or any committee of the executive officers, may, in addition to conducting meetings in which each officer participates in person, and notwithstanding any place set forth in the notice of the meeting or these Bylaws, conduct any regular or special meeting by the use of any electronic means of communication, provided (a) all participating officers may simultaneously hear each other during the meeting and vote on matters submitted, or (b) all communication during the meeting are immediately transmitted to each participating officer, and each participating officer is able to immediately send messages to all other participating officers. Before the commencement of any business at a meeting at which any officers do not participate in person, all participating officers shall be informed that a meeting is taking place at which official business may be transacted.

8. **Books and Records.** The Master Declaration, any Supplemental Declaration, the Articles, the Bylaws of the Association and the books and records of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Master Declaration shall be supplemented by the following provisions.

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

(a) **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to fund reserves. This may include, but not be limited to, in any order:

(1) Professional, administration and management fees and expenses;

(2) Taxes on Common Property and Neighborhood Common Property;

(3) Expense for utility services and maintenance expense relating to the Common Property and Neighborhood Common Property;

(4) Insurance costs;

(5) Administrative and salary expenses;

(6) Operating capital; and

(7) Other expenses.

(b) **Reserve for Deferred Maintenance.** There shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) **Reserve for Replacement.** There shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 **Budget.** The Board of Directors shall adopt an operating budget in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.3 **Depository.** The depository of the Association will be such banks as shall be designated from time to time by the Directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

9.4 **Assessments.** Assessments shall be levied as set forth in the Master Declaration.

10. **Parliamentary Rules.** Roberts' Rules of Order (late edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. **Regulatory Compliance.** The Association shall comply with any obligations imposed by the permit issued by the Southeastern Wisconsin Regional Planning Commission ("SEWRPC") and the operation and maintenance plan attached thereto, or by any permit, approval or authorization from any unit of local, regional, state, or federal government, local utility company (including but not limited to WE Energies) or any easement agreement (collectively the "Authorities") with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, ponds, rails, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association. Notwithstanding anything contained herein to the contrary, any amendments to these bylaws which directly or indirectly impact any requirements of any of the Authorities and the operation and maintenance of the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made after approval by the appropriate Authorities. Such approval shall be in the form of a modification to any and all permits issued by SEWRPC and/or the Authorities under the lawfully adopted rules of the SEWRPC and/or the Authorities in effect at the time of application for such modification. Amendment to the articles or the bylaws which does not impact operation or maintenance of the system or any approval or permits issued by and of the Authorities may be made without authorization of the SEWRPC and/or the Authorities, as the case may be.

12. **Amendment.** On and after the Voting Date, amendments to these Bylaws shall be proposed and adopted in the following manner:

12.1 **Resolution.** The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, as such votes are submitted by proxy to the Voting Delegates, as further set forth in these Bylaws and the Master Declaration.

12.2 **Notice.** Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby along with a proxy shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 **Surface/Storm Water Amendments.** Amendments to these By-Laws which directly or indirectly impact operation and maintenance of the surface water or storm water management system, including but without limitation, all lakes, ditches, canals, ponds, retention or detention areas, drainage, other surface water management works, preservation areas, conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after written approval by the SEWRPC and WE Energies, as applicable. Such approval shall be in the form of modification to any and all permits issued by the SEWRPC under the lawfully adopted rules of the SEWRPC in effect at the time of application for such modification and amendments to easements with WE

Energies. Amendments to the Articles or the By-Laws which do not impact operation or maintenance of the system may be made without authorization of the SEWRPC; however, copies of any such amendments shall be forwarded to the SEWRPC within thirty (30) days of approval.

12.4 **Vote.** The vote on any proposed amendment shall be determined based upon the proxies submitted to the Voting Delegates plus the votes cast by the Voting Delegates for such Members who did not submit a proxy. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members as cast by the Voting Delegates.

So long as the Declarant shall own any lands within The Properties no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration or to the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(i) Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners.

(ii) Modifies the definitions provided for by Article I of the Master Declaration in a manner which alters the Declarant's rights or status.

(iii) Modifies or repeals any provision of Article II of the Master Declaration.

(iv) Alters the character and rights of membership as provided for by Article III of the Master Declaration, Section 3 of these bylaws or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

(v) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities or prohibits the Declarant from granting any such easements.

(vi) Denies the right of the Declarant to convey Association Common Property.

(vii) Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

12.5 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

12.6 **Agreement.** If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of 12.4 relative to the Declarant or 12.3, then the amendment shall thereby be adopted as though Subsection 12.1 through 12.4 had been satisfied.

12.7 **Amendment by Declarant**. So long as the Declarant shall own any lands within The Properties, including the Additional Properties, Declarant reserves and shall have the right to (a) amend the Bylaws for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; and (c) amend the Bylaws without vote or consent of the Members in any manner which does not materially adversely affect the substantive rights of an existing Member or mortgagee. The foregoing amendments may be made without the joinder or approval of any Member, mortgagee, or the Association provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the requirements imposed by the District. Any such amendments shall not become effective until the instrument evidencing such amendment has been provided by Declarant to the Board of Directors.

12.8 **Recording.** A copy of each amendment shall be recorded in the Public Records of Ozaukee County, Wisconsin, as soon as possible after adoption.

12.9 **Provisions.** No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with any applicable Wisconsin Statutes, the Master Declaration, or Articles of Incorporation.

13. **Pronouns.** Whenever the context permits, the singular shall include the plural and one gender shall include all.

14. **Conflicts**. In the event of a conflict between the terms of the Master Declaration and these Bylaws, the terms of the Master Declaration shall prevail.

The foregoing were adopted as the Bylaws of Prairie's Edge Master Association, Inc., established under the laws of the State of Wisconsin, by the Declarant on the 14TH day of July, 2021.

Anthony D. Polston, President

EXHIBIT I

We Energies Covenants

1151556 - 104
1121724 - 95

0854531 ; 1

Document Number

RESTRICTIVE COVENANT

Document Title

0854531

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 41644

RECORDED ON
12/15/2006 12:13PM

REC FEE: 21.00
TRANS FEE: 0.00
PAGES: 6
EXEMPT #: 0

THIS RESTRICTIVE COVENANT is made and effective as of the 14th day of December, 2006, by WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies ("Wisconsin Electric").

WITNESSETH:

WHEREAS, Wisconsin Electric is the owner of the property described on the attached Exhibit A and located in the City of Port Washington, Ozaukee County, Wisconsin (the "Property"); and

WHEREAS, pursuant to that certain agreement between Wisconsin Energy Corporation ("Wisconsin Energy"), on behalf of Wisconsin Electric and other subsidiaries and affiliates of Wisconsin Energy, and the City of Port Washington (the "City") dated September 17, 2002 (the "Agreement"), Wisconsin Energy agreed to cause Wisconsin Electric to convey the Property to the City subject to certain deed restrictions and other provisions related to the location of the Property in the vicinity of the Wisconsin Electric Port Washington electricity generating facility and gas pipeline. As set forth in the Agreement, such restrictions and other provisions shall bind the City and other future titleholders of the Property; and

Recording Area

Name and Return Address

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

See Exhibits A and B

Parcel Identification Number (PIN)

WHEREAS, in furtherance of the Agreement, Wisconsin Electric now desires, prior to the conveyance of the Property to the City, to record this Restrictive Covenant against the Property for the purpose of subjecting the Property to the terms, conditions, covenants, limitations and waivers as set forth below;

NOW, THEREFORE, in accordance with the Agreement and the conveyance of the Property to the City, Wisconsin Electric hereby establishes the following restrictive covenants pertaining to the Property.

1. Wisconsin Electric shall have the right, for itself and its successors, assigns and designees (including, but not limited to, Port Washington Generating Station, LLC), to use the Property for construction purposes (including, but not limited to, the storage of construction materials and/or equipment on the Property) during the entire period of construction of the new electricity generating facility and gas pipeline on property owned by Wisconsin Electric and

located immediately north of the Property, as further described on the attached Exhibit B (the "Power Plant Property").

2. During the Term (as defined below) of this Restrictive Covenant, the City and all grantees, lessees and occupants of the Property, or any portion thereof, shall take title to, and/or possession of, the Property subject to, and shall be subject to, the following acknowledgement, waiver and agreement:

> Grantee acknowledges that the Property is located in the vicinity of a new electricity generating facility and gas pipeline and Grantee, for itself and all lessees and occupants of the Property, agrees that it shall not bring and hereby waives any and all claims, causes of action, protests or similar complaints (whether for damages, diminution of value, injunctive relief or otherwise) against Wisconsin Energy Corporation or any of its subsidiaries or affiliates based on the existence, use, construction, operation or location of such electricity generating facility or gas pipeline.

3. This Restrictive Covenant shall be effective and remain in force for a period of seventy-five (75) years after the date hereof (the "Term") at which time this Restrictive Covenant shall terminate (unless terminated prior to such date by the written mutual agreement of Wisconsin Electric (or its successor or assign as the owner of the Power Plant Property) and the then-owner of the Property, or applicable portion thereof).

4. During the Term, the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant: (i) shall run with the land and shall burden the Property and benefit the Power Plant Property, (ii) shall continue in force for the benefit of all future owners, lessees and occupants of the Power Plant Property, and (iii) shall continue in force even if the Power Plant Property is no longer used as the site of an electricity generating facility.

5. During the Term, the City and all future grantees of the Property shall incorporate the terms, conditions, covenants, limitations and waivers of this Restrictive Covenant into all conveyances, leases, occupancy agreements and similar instruments and agreements pertaining to the Property (or any portion thereof).

6. Wisconsin Electric would not convey the Property to the City but for the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant, which is a part of the overall transaction between Wisconsin Energy (and its affiliates and subsidiaries) and the City, as reflected in the Agreement. The Agreement represents an arms-length agreement between Wisconsin Energy and the City containing bargained-for terms that are intended to mitigate any effects on the public of the construction of new electricity generating facilities and/or gas pipelines on the Power Plant Property. The terms, conditions, covenants, limitations and waivers of this Restrictive Covenant are intended by Wisconsin Electric to promote public policy as being consistent with the Agreement and its purposes.

[Signature appears on the following page.]

IN WITNESS WHEREOF, Wisconsin Electric has executed this Restrictive Covenant as of the date first referenced above.

WISCONSIN ELECTRIC POWER COMPANY

By: _____
James T. Raabe
Manager of Property Management

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 14th day of December, 2006 the above-named James T. Raabe, to me known to be the Manager of Property Management of Wisconsin Electric Power Company, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

_____
Print Name: Julie M. Simmons
Notary Public, State of Wisconsin
My Commission: August 2, 2009

JULIE M. SIMMONS NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

EXHIBIT A

Legal Description of the Property

Lot one (1) of Certified Survey Map No. 3452, recorded in the Ozaukee County Registry in Volume 1843 of Certified Survey Maps on Pages 245-247 inclusive, as Document No. 780980, and being a part of Government Lots 2 and 3 of Section 33, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, together with those lands (if any) lying between the traverse line as described in said Certified Survey Map No. 3452 and the ordinary high water mark of Lake Michigan.

PIN: 16-194-0001.001

EXHIBIT B

Legal Description of the Power Plant Property

A parcel of land being Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee County Records and part of Gov't Lots 1 and 2 and part of the NW ¼ of the NW ¼ of Fractional Section 33 and part of Gov't Lot 4, Fractional Section 28, T11N-R22E, City of Port Washington, Ozaukee County, Wisconsin described as:

Commencing at the West ¼ Corner of Section 33; thence N87°38'18"E, 726.84' along the East-West ¼ line of Section 33 to the Easterly right-of-way line of County Highway "C"; thence N17°46'37"E, 669.88' along the Easterly County Highway right-of-way line to the Southwest corner of Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee County Records which is the Point of Beginning; thence continuing N 17°46'37"E, 689.60' along the Easterly County Highway right-of-way line; thence N87°50'18"E, 192.36'; thence N17°27'35"E, 69.36'; thence S87°50'18"W, 192.36' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35"E, 234.63' along the Easterly right-of-way line; thence N87°27'12"E, 264.88'; thence N17°27'35"E, 85.27'; thence S87°27'12"W, 264.88' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35'E, 423.15' along the Easterly right-of-way line; thence N87°17'03"E, 150.00'; thence N17°27'35"E, 70.00'; thence S87°17'03"W, 150.00' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35"E, 212.45' along the Easterly right-of-way line; thence N04°56'50"E, 154.89' along the Easterly right-of-way line; thence N02°35'14"W, 198.00' along the Easterly right-of-way line to the North line of Section 33; thence S87°17'03"W, 8.00' along the North Section line to the Easterly right-of-way line of Division Street, Plat of South Addition to the City of Port Washington; thence N02°35'14"W, 124.93' along the Easterly right-of-way line to the Southerly right-of-way line of Michigan Street; thence N88°07'10"E, 140.55' along the Southerly right-of-way line to the Westerly right-of-way line of Montgomery Street; thence S02°21'18"E, 102.88' along the Westerly right-of-way line to the Southerly right-of-way line of Montgomery Street; thence N87°17'03"E, 66.00' along the Southerly right-of-way line to the Easterly right-of-way line of Montgomery Street; thence N02°21'18"W, 101.92' along the Easterly right-of-way line to the Southerly right-of-way line of Michigan Street; thence N88°07'10"E, 190.00' along the Southerly right-of-way line to the Easterly right-of-way line of Michigan Street; thence N02°21'18"W, 66.00' along the Easterly right-of-way line to the Northerly right-of-way line of Michigan Street; thence S88°07'10"W, 190.00' along the Northerly right-of-way line to the Easterly right-of-way line of Montgomery Street; thence N02°21'18"W, 319.10' along the Easterly right-of-way line to the North line of Lot 8, Block 7, Plat of the South Addition to the City of Port Washington; thence N88°25'36"E, 187.29' along the North line of Lot 8, Block 7 to the West line of Lot 22, Block 7; thence N02°47'25"W, 40.00' along the West line of Lot 22, Block 7 to the North line of Lot 22, Block 7; thence N88°25'36"E, 150.81' along the North line of Lot 22, Block 7; thence N61°36'55"E, 33.26' to the East line of Lot 21, Block 7 and the Westerly right-of-way line of Milwaukee Street; thence S02°47'25"E, 136.21' along the Westerly right-of-way line of Milwaukee Street to the Southerly right-of-way line of Milwaukee Street; thence N87°12'35"E, 66.00' along the Southerly right-of-way line to the Easterly right-of-way line of Milwaukee Street; thence N02°47'25"W, 173.76' along the Easterly right-of-way line; thence N88°19'41"E, 80.00'; thence N02°47'25"W, 100.00'; thence S88°19'42'W, 80.00'

to the Easterly right-of-way line of Milwaukee Street; thence N02°47'25"W, 86.24' along the Easterly right-of-way line to the Southerly right-of-way line of Chestnut Street; thence N88°18'29"E, 439.09' along the Southerly right-of-way line to the Easterly right-of-way line of Wisconsin Street; thence N02°35'19"W, 240.03'along the Easterly right-of-way line; thence N88°18'29"E, 402.08' to the Easterly edge of sheetpiling on Port Washington harbor; thence Southerly along the Ordinary High Water Mark line based on vegetation to the South line of Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee county Records; thence S87°30'05"W, 1127' more or less along the South line of Lot 2, Certified Survey Map No.3452, Volume 1843, Page 245, Ozaukee County Records to the Point of Beginning.

Tax Parcel Nos.:

16-113-05-01.000
16-113-07-07.000
16-113-10-09.001
16-113-10-12.001
16-113-10-15.000
16-113-06-00.000
16-083-01-00.000
16-083-02-24.000
16-050-0815.001
16-050-0815.003
16-050-0817.000
16-050-0817.001
16-033-07-011.00

EXHIBIT 2

First Supplement (including amendment)

Document Number	Document Title

AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION

1151504
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
08/21/2023 02:27 PM
REC FEE: 30.00
TRANS FEE:
PAGES: 29
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area

Name and Return Address

111 East Kilbourn Avenue, Suite
1400 1400
Milwaukee, Wisconsin 53202

Parcel Identification Number (PIN)

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the grar
document.

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION

THIS AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION (this **"Amendment to First Supplemental Declaration"**) is made and entered into as of this 9th day of August, 2023 by and among Black Cap Halcyon Holdings, LLC, and its successors and assigns, whose post office address is 342 N. Water Street, Suite 600, Milwaukee, Wisconsin 53202, hereinafter referred to as "the **DECLARANT",**

WITNESSETH

WHEREAS, the Declarant has executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions of Final Plats of Prairie's Edge dated July 14, 2021 and recorded with the Ozaukee County Register of Deeds on July 16, 2021 as Document No. 1121724 (the "**Master Declaration**");

WHEREAS, the Master Declaration initially applied to the North Phase Property (as defined in the Master Declaration) and the CBRF Property (as defined in the Master Declaration);

WHEREAS, pursuant to Article II of the Master Declaration, Declarant is entitled to add the Additional Property (as defined in the Master Declaration) to the Master Declaration;

WHEREAS, pursuant to Article XI of the Master Declaration, Declarant is entitled to amend the Master Declaration as set forth in Article XI;

WHEREAS, the Declarant has executed and recorded that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions of Prairie's Edge Subdivision dated April 17, 2023 and recorded with the Ozaukee County Register of Deeds on April 18, 2023 as Document No. 1147628 (the "**First Supplement**") which added the Center Phase Property and amended the Master Declaration;

WHEREAS, this First Amendment to Supplemental Declaration amends the First Supplement as set forth herein;

WHEREAS, the First Supplement, a copy of which is attached hereto as Exhibit A, and this Amendment to First Supplemental Declaration, shall apply to all of Prairie's Edge Subdivision, as more fully set forth on the attached Exhibit C (the "**Prairie's Edge Subdivision**");

ARTICLE I

DEFINITIONS

Section 1. All capitalized terms used but not defined herein shall have the meanings given to them in the Master Declaration and/or First Supplement, as may be applicable.

ARTICLE II

APPLICATION OF FIRST SUPPLEMENT TO PRAIRIE'S EDGE SUBDIVISION AND ADDITIONAL PROPERTY

Section 1. Additional Property. The land set forth in Exhibit B ("**Outlot 1 4013**") which is a stormwater pond shall be annexed to the Master Declaration and extending the jurisdiction of the Association to Outlot 1 4013, and shall be a part of the North Phase Property. Exhibit B to the Master Declaration designates Outlot 1 4013 as "Common Property".

Section 2. Property Subject to the Master Declaration, First Supplement and Amendment to First Supplemental Declaration. The Master Declaration, First Supplement and Amendment to First Supplemental Declaration shall run with the land for the entire Prairie's Edge Subdivision as set forth on the attached Exhibit C, and the real estate within Prairie's Edge Subdivision is and shall be held, transferred and occupied subject to the Master Declaration, the First Supplement, and the Amendment to First Supplemental Declaration, future supplements, and amendments thereto.

ARTICLE VI

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this First Supplemental Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

Amendment to

Section 5. Recitals. The recitals set forth in this First Supplemental Declaration are true and correct, and incorporated by reference as if more fully set forth in the Master Declaration and First Supplement.

Section 6. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Amendment to First Supplemental Declaration, the Master Declaration, the First Supplement, the Association bylaws, or the Neighborhood Association bylaws, the terms, conditions and provisions of this Amendment to First Supplemental Declaration shall prevail.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

[signatures appear on next page]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

DECLARANT:

Black Cap Halcyon Holdings, LLC,
a Wisconsin limited liability company

By: BCH Management, LLC, its Manager

By: _____
Anthony D. Polston, Manager

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anthony D. Polston, well known to me, and he acknowledged executing the foregoing Amendment to First Supplemental Declaration, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said company.

WITNESS my hand and official seal in the County and State last aforesaid on this 9 day of August, 2023.

Notary Public State of Florida
Jaqueline Casey
My Commission HH 143932
Expires 09/04/2025

Name: Jaqueline Casey
Notary Public State of Florida
My Commission Expires: 9/4/2025

This Document was drafted by Lisa Wood of Amundsen Davis, LLC

EXHIBIT A
FIRST SUPPLEMENT

1151556 - 117
1151504 - 7

1147628 - 1

DocId:8588088
Tx:4415698

1147628
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
04/18/2023 11:03 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 19
EXEMPT #:

First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions of Prairie's Edge Subdivision

Recording Area

Name and Return Address
Anthony Polston
1956 Blacksmith Road
Cedarburg, WI 53012

$30 | KB

19

FIRST SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PRAIRIE'S EDGE SUBDIVISION

THIS SUPPLEMENTAL DECLARATION (this **"First Supplemental Declaration"**) is made and entered into as of this 17TH day of April, 2023 by and among Black Cap Halcyon Holdings, LLC, and its successors and assigns, whose post office address is 342 N. Water Street, Suite 600, Milwaukee, Wisconsin 53202, hereinafter referred to as "the **DECLARANT**",

WITNESSETH

WHEREAS, the Declarant has executed and recorded that certain Mater Declaration of Covenants, Conditions and Restrictions of Final Plats of Prairie's Edge dated July 14, 2021 and recorded with the Ozaukee County Register of Deeds on July 16, 2021 as Document No. 1121724 (the "**Master Declaration**");

WHEREAS, the Master Declaration applied to the North Phase Property (as defined in the Master Declaration) and the CBRF Property (as defined in the Master Declaration;

WHEREAS, pursuant to Article II of the Master Declaration, Declarant is entitled to add the Additional Property (as defined in the Master Declaration) to the Master Declaration;

WHEREAS, pursuant to Article XI of the Master Declaration, Declarant is entitled to amend the Master Declaration as set forth in Article XI;

WHEREAS, Declarant desires to add the Center Phase Property (as defined in the Master Declaration) to the Master Declaration such that the Center Phase Property shall be subject to the terms and conditions of the Master Declaration pursuant to this First Supplemental Declaration which shall be a Supplemental Declaration as defined in the Master Declaration;

ARTICLE I

DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings given to them in the Master Declaration.

The following words when used in this First Supplemental Declaration shall the following meanings:

a. **"Development Plan"** – Exhibit C to the Master Declaration which is a non-binding, general scheme of intended uses of the lands, shall be deleted and replaced with the Exhibit C to this First Supplemental Declaration.

b. **"Center Phase Property"** - Exhibit E to the Master Declaration shall be deleted and replaced with the Exhibit E to this First Supplemental Declaration.

c. **"Common Property"** – Exhibit B to the Master Declaration shall be supplemented with the Exhibit B to this First Supplemental Declaration which shall be an addition to the Common Property depicted in Exhibit B to the Master Declaration

d. **"Neighborhood Common Property"** – Exhibit B to the Master Declaration shall be supplemented with the Exhibit B to this First Supplemental Declaration which shall be an addition to the Common Property depicted in Exhibit B to the Master Declaration.

e. **"Owner"** (or "**Owners**" if plural) as set forth in the Master Declaration shall be deleted and replaced with the following: **"Owner"** (or "**Owners**" if plural) shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in the Prairie's Edge Subdivision; but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in the Prairie's Edge Subdivision, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist

f. **"Plat"** shall mean and refer to the Final Plat as submitted for the North Phase Property of Prairie's Edge Subdivision set forth in Exhibit "D-1", the Final Plat for the Center Phase Property of Prairie's Edge Subdivision set forth in Exhibit "D-2", and such other plats as may be recorded from time to time.

g. **"Private Street"** or **"Private Drive"** shall mean those areas set forth on the final plats for the North Phase Property, the CBRF Property, the Center Phase Property which are designated as a "Private Street" or a "Private Drive", which includes cul-de-sacs, lanes, alleys and public parking areas all of which shall be deemed Common Property.

ARTICLE II

ADDITIONAL PROPERTY

Section 1. Property Subject to the Master Declaration. The Center Phase Property is and shall be held, transferred and occupied subject to the Master Declaration. The Center Phase Property is being added to the Master Declaration for the purpose of annexing such property to the scheme of the Master Declaration and extending the jurisdiction of the Association to the Center Phase Property. Each Owner of each Parcel shall be Members of both the Association and a Neighborhood Association.

Section 2. Common Property. The Neighborhood Common Property and Common Property for the Center Phase Property shall be as set forth in Exhibit B attached to this First Supplement to Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENT

Section. 1. For purposes of clarification, Section 2 of Article VII, cleaning/snow removal by the Association excludes all construction areas.

Section 2. For purposes of clarification, Section 1(b)(2) of Article VII shall apply to both Declarant and Declarant's Affiliates.

Section 3. The second paragraph within Section 5 of Article VII shall be deleted and replaced with the following:

> The initial annual Residential Unit assessments in the North Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which this Master Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual assessments for the CBRF Property within the North Phase Property shall be Forty Thousand and 00/100 Dollars ($40,000.00) (prorated for calendar year in which this Master Declaration is recorded) as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual Residential Unit assessments in the Center Phase Property shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per Residential Unit (prorated for calendar year in which this First Supplemental Declaration is recorded), as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The initial annual assessments for each Commercial Unit within the Center Phase Property shall be One Dollar and 25/100 Dollars ($1.25) per square foot of gross building area (prorated for the

calendar year in which this First Supplemental Declaration is recorded) as may be amended by the Declarant, and on and after the Voting Date then by the Board of Directors. The first annual assessment for each Residential Unit shall be due and payable at the time any Residential Unit is first occupied or at the closing of the sale of such Residential Unit, whichever is sooner. The first annual assessment for the CBRF Property and for each Commercial Unit shall be due and payable at the time of issuance of a building permit. All annual assessments shall continue on an annual basis in such amounts as may be determined by the Declarant, and on and after the Voting Date then by the Board of Directors.

ARTICLE IV

ARCHITECTURAL REVIEW BOARD

The following shall be added to Article VIII of the Master Declaration:

Section 1. The following shall be added as Section 8 of Article XVII of the Master Declaration: Section 8. Fees. In conjunction with the transfer or sale of any lot or parcel to any Owner, Owner shall pay the Association a transfer fee of $250.00 or such other amount as may be determined by the Association from time to time. Each Owner shall, prior to Owner's request to the ARB for approval of Plans (as set forth in Article VIII, Section 2 of the Master Declaration) obtain express written approval from Declarant and ARB of Owner's desired homebuilder, except that Declarant may, in writing to the ARB, designate another party to provide such approval. If Owner's desired homebuilder is not a preferred homebuilder, Owner shall submit a request to the ARB for approval of Owner's desired homebuilder (the **"Homebuilder Approval Request"**). If Owner's Homebuilder Approval Request is approved, Owner or its homebuilder shall pay to Declarant, or as otherwise directed in writing by the Declarant, a fee of Five Thousand and 00/100 Dollars ($5,000.00) (the "**Homebuilder Fee**"). In addition to the Homebuilder Fee, each Owner shall pay to the Association a plan review fee of $750.00 plus any costs incurred by the Association and/or ARB in retaining third parties, including Declarant and its affiliates, to review the plans (i.e. architectural review and/or engineering review). The ARB may amend the Homebuilder Fee and Plan Review Fees from time to time. Declarant may waive the Homebuilder Fee or Plan Review Fees in writing for unmodified prototype models or for any homebuilder which is a preferred homebuilder(s) at its sole discretion.

Section 2. The following shall be added as a clarifying matter as Section 9 of Article XVII of the Master Declaration: Section 9. Builders. Declarant and the ARB shall have and retain the exclusive right to approve all builders, except that the Declarant may delegate such approval to a third party in writing and delivered to the ARB. Prairie's Edge Subdivision is not open to any and all builders, and each builder shall be approved by Declarant and the ARB in the sole and absolute discretion of

each, except that the Declarant may delegate such approval to a third party in writing and delivered to the ARB. In conjunction with the Homebuilder Approval Request, Owner and Owner's proposed homebuilder shall provide to Declarant and the ARB any items reasonably requested to aid in the decision of whether or not to approve proposed homebuilder. Information requested may include, but not be limited to, prior home completions, recommendations, financial capacity to complete, and familiarity with Prairie's Edge including but not limited to the architectural guidelines and approved exterior finish detail and specifications of Prairie's Edge, as those may be amended by Declarant or the ARB from time to time.

Section 3. The following shall be added as Section 10 of Article XVII of the Master Declaration: Section 10. The Declarant, the ARB, and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Prairie's Edge Subdivision.

ARTICLE V

RESTRICTIVE COVENANTS

Section 1. For purposes of clarification, Section 22 of Article X, portable storage units (i.e. PODS, or UNITS) may not be stored on any Residential Unit for a period in excess of seven (7) days.

Section 2. For purposes of clarification, Section 29 of Article X of the Master Declaration shall not apply to the Declarant or Declarant's Affiliate.

Section 3. The following shall be added as Section 33 of Article X of the Master Declaration: Section 33. Parking. Parking shall be restricted to designated parking areas only. Except as expressly approved in writing by the Association, no street parking is allowed in grassy areas or along curbs abutting private drive lanes or cul-de-sac areas. Violations of the parking restrictions may be enforced with fines of $75 for each violation, or such other amount as may be established by the Association from time to time. Owners shall require any guests or agents, employees or contractors, including specifically any construction contractors or subcontractors to comply with parking requirements. As a condition precedent to approval of any proposed homebuilder by the Association, with any Homebuilder Approval Request, Owners shall require any homebuilder to acknowledge, in writing, that said homebuilder and its employees, agents and subcontractors shall be bound to this parking covenant at all times, and Owner shall submit desired homebuilder's written acknowledgement as part of the Homebuilder Approval Request documents.

Section 4. The following shall be added as Section 34 of Article X of the Master Declaration: Section 34. Home Site Construction Maintenance. Residential Units shall at all times during construction maintain construction site areas and adjacent Common Property as safe, neat and orderly working environments. Construction

debris, trash and garbage shall be properly enclosed and secured at all times so as to minimize construction hazards and to ensure items are not scattered by wind especially in regard to open space areas along and in Lake Michigan. Violations may be enforced with fines of $250 for each violation, or such other amount as may be established by the Association. Owners shall require any guests or agents, employees or contractors, including specifically any construction contractors or subcontractors to comply. As a condition precedent to approval of any proposed homebuilder by the Association, with any Homebuilder Approval Request, Owners shall require any homebuilder to acknowledge, in writing, that said homebuilder and its employees, agents and subcontractors shall be bound to this construction site maintenance covenant at all times, and Owner shall submit desired homebuilder's written acknowledgement as part of the Homebuilder Approval Request documents.

Section 5. The following shall be added as Section 35 of Article X of the Master Declaration: Section 35. Truck and Vehicle Size Restrictions. Except as otherwise approved expressly by Declarant or the Association, vehicle and equipment sizes including but not limited to delivery equipment and trucks, moving equipment and vehicles, and construction equipment and vehicles shall be limited to 26 feet in length on any interior roadway, Private Street, paved area or Common Area. Violations may be enforced with fines of $500 for each violation, or such other amount as may be established by the Association from time to time, plus the cost of damage or repair to any Common Property, including but not limited to Private Streets. Owners shall require any agents, employees or contractors, including specifically any construction contractors or subcontractors to comply. As a condition precedent to approval of any proposed homebuilder by the Association, with any Homebuilder Approval Request, Owners shall require any homebuilder to acknowledge, in writing, that said homebuilder and its employees, agents and subcontractors shall be bound to truck and vehicular size restriction covenant at all times, and Owner shall submit desired homebuilder's written acknowledgement as part of the Homebuilder Approval Request documents.

Section 6. The following shall be added as Section 36 of Article X of the Master Declaration: Section 36. Prohibition on Contractors/Sub-Contractors. Declarant, and the Association, shall maintain the right to prohibit any contractor, agent, or subcontractor from entering or using any Common Property due to any past or current violations of any restrictive covenant or condition within this Declaration. As a condition precedent to approval of any proposed homebuilder by the Association, with any Homebuilder Approval Request, Owners shall require any homebuilder to acknowledge, in writing, that said homebuilder and its employees, agents and subcontractors shall be bound to the restrictions and conditions outlined in this Declaration, including but not limited to this Prohibition on Contractors/Sub-Contractors, and Owner shall submit desired homebuilder's written acknowledgement as part of the Homebuilder Approval Request documents

ARTICLE VI

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this First Supplemental Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein. Any notice to be given to the Board of Directors, the Declarant and the ARB shall be given to the Declarant's Legal Representative and to Declarant (and with respect to Declarant and the ARB at the address set forth in the introductory paragraph of this Declaration) unless otherwise designated by Declarant in writing, until the occurrence of the Voting Date and thereafter to such address as may be designated by the Board of Directors.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

Section 5. Recitals. The recitals set forth in this First Supplemental Declaration are true and correct, and incorporated by reference as if more fully set forth in this Master Declaration.

Section 6. Conflicts. In the event of any conflict between the terms, conditions and provisions of this First Supplemental Declaration, the Master Declaration, the Association bylaws, or the Neighborhood Association bylaws, the terms, conditions and provisions of this First Supplemental Declaration shall prevail.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

[signatures appear on next page]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

DECLARANT:

Black Cap Halcyon Holdings, LLC,
a Wisconsin limited liability company

By: BCH Management, LLC, its Manager

By: _____
Anthony D. Polston, Manager

STATE OF WISCONSIN
COUNTY OF Ozaukee

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anthony D. Polston, well known to me, and he acknowledged executing the foregoing First Supplemental Declaration, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said company.

IN WITNESS my hand and official seal in the County and State last aforesaid on this 17th day of April, 2023.

AMANDA J. LUA NOTARY PUBLIC STATE OF WISCONSIN

Amanda J Lua
Notary Public State of Wisconsin
My Commission Expires: 1-22-2024

This Document was drafted by Lisa Wood of Amundsen Davis, LLC

1151556 - 126

1151504 - 16

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

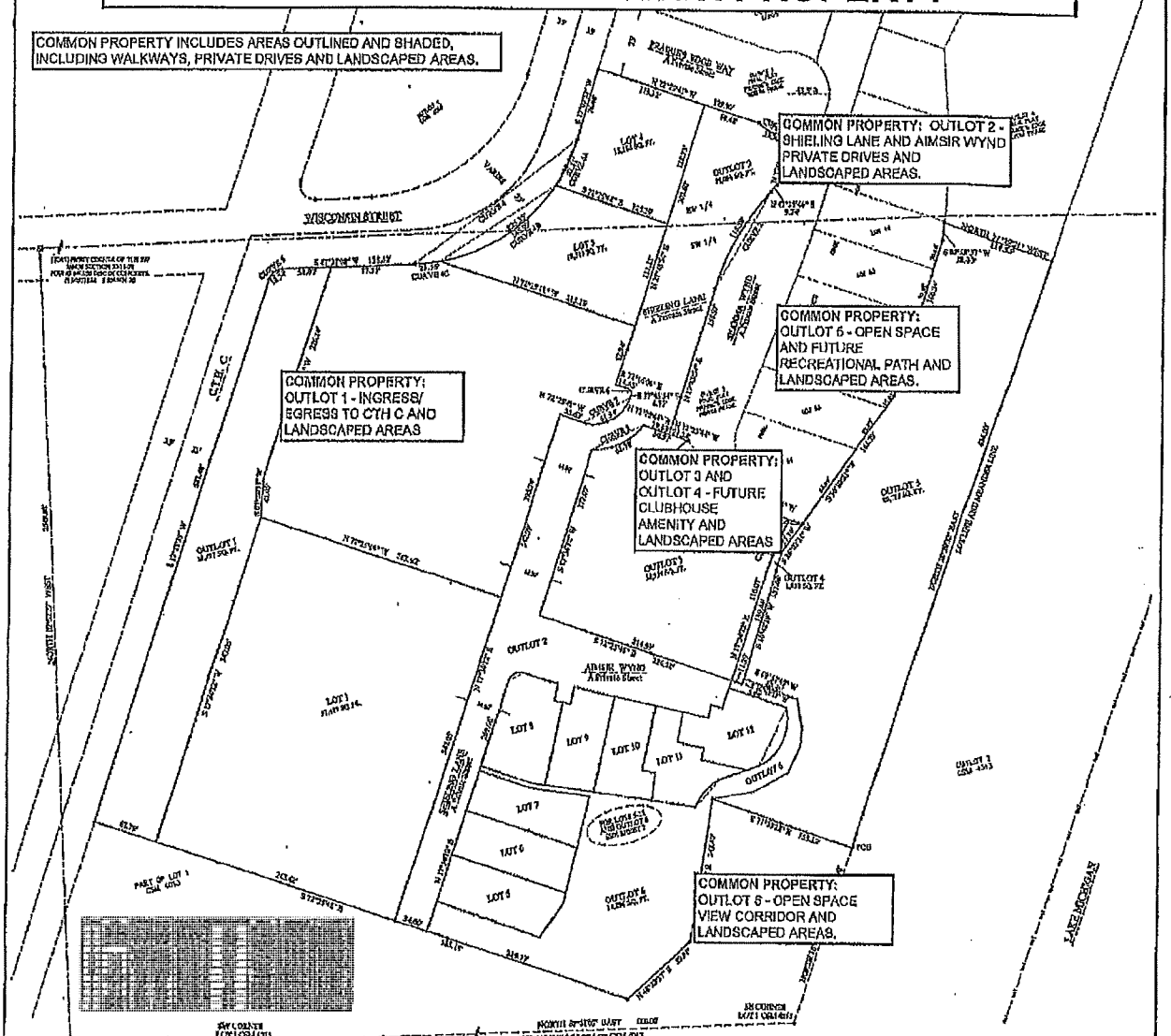
A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

610,095 SQ. FT. // 11.7101 ACRES

EXHIBIT B - CENTER PHASE COMMON PROPERTY AND NEIGHBORHOOD COMMON PROPERTY

COMMON PROPERTY INCLUDES AREAS OUTLINED AND SHADED, INCLUDING WALKWAYS, PRIVATE DRIVES AND LANDSCAPED AREAS.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI

RECORDED ON
03/10/2022 01:50 PM

This instrument relates to this plat with respects to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as approved by s. 235.12, Wis. State.

Certified November 11, 2021

Department of Administration

WISCONSIN
J. SCOTT HENKEL
2466
PLYMOUTH, WI
LAND SURVEYOR

LEGEND

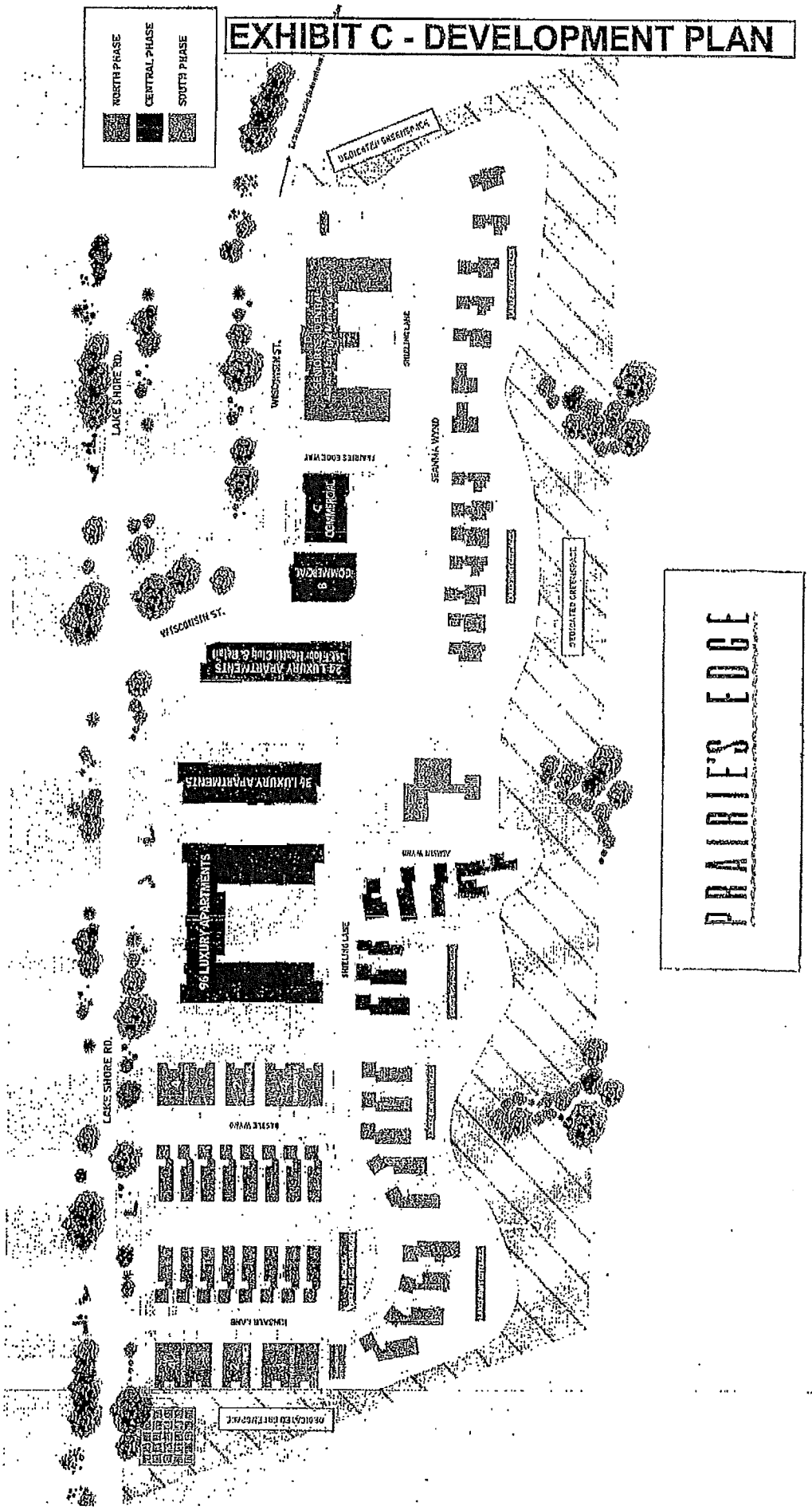
- 1" IRON PIPE FOUND
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20.2 Date: 6/23/21

SURVEYED BY JOSEPH W. DAVID
DRAFTED BY: T. SCOTT HENKEL, PLS

REVISION 2 SEPT. 10, 2021
REVISION 1 JUNE 15, 2021
ORIGINAL JUNE 23, 2021


EXHIBIT C - DEVELOPMENT PLAN
NORTH PHASE
CENTRAL PHASE
SOUTH PHASE
PRAIRIES EDGE
LAKE SHORE RD.
WISCONSIN ST.
SHELDING LANE
SEANNA WYND
PRAIRIES EDGE WAY
COMMERCIAL
96 LUXURY APARTMENTS
24 LUXURY APARTMENTS
DEDICATED GREENSPACE

1151556 - 128

1151504 - 18

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

EXHIBIT D-2 - FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

S SQ. FT. // 11.7101 ACRES

INGS ARE REFERENCED TO THE
STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE(NAD27)
INE OF SW 1/4 OF SECTION 33-11-22
EARS NORTH 02°04'27" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI

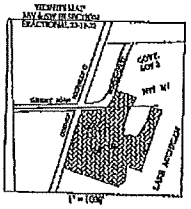
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02/9/2022 01:50 PM

No interest objecting to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Department of Administration

WISCONSIN
J. SCOTT HENKEL
2005
PLYMOUTH
WI
LAND SURVEYOR



LEGEND

- 1" IRON PIPE FOUND
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quameng.com
PROJECT # BC-30-20.2 Date: 6/23/21

SURVEYED BY JOSEPH W. DAVID
MAPPED BY J. SCOTT HENKEL, PLS

REVISIONS SEPT. 21, 2021
REVISIONS JUNE 23, 2021
REVISIONS JUNE 23, 2021

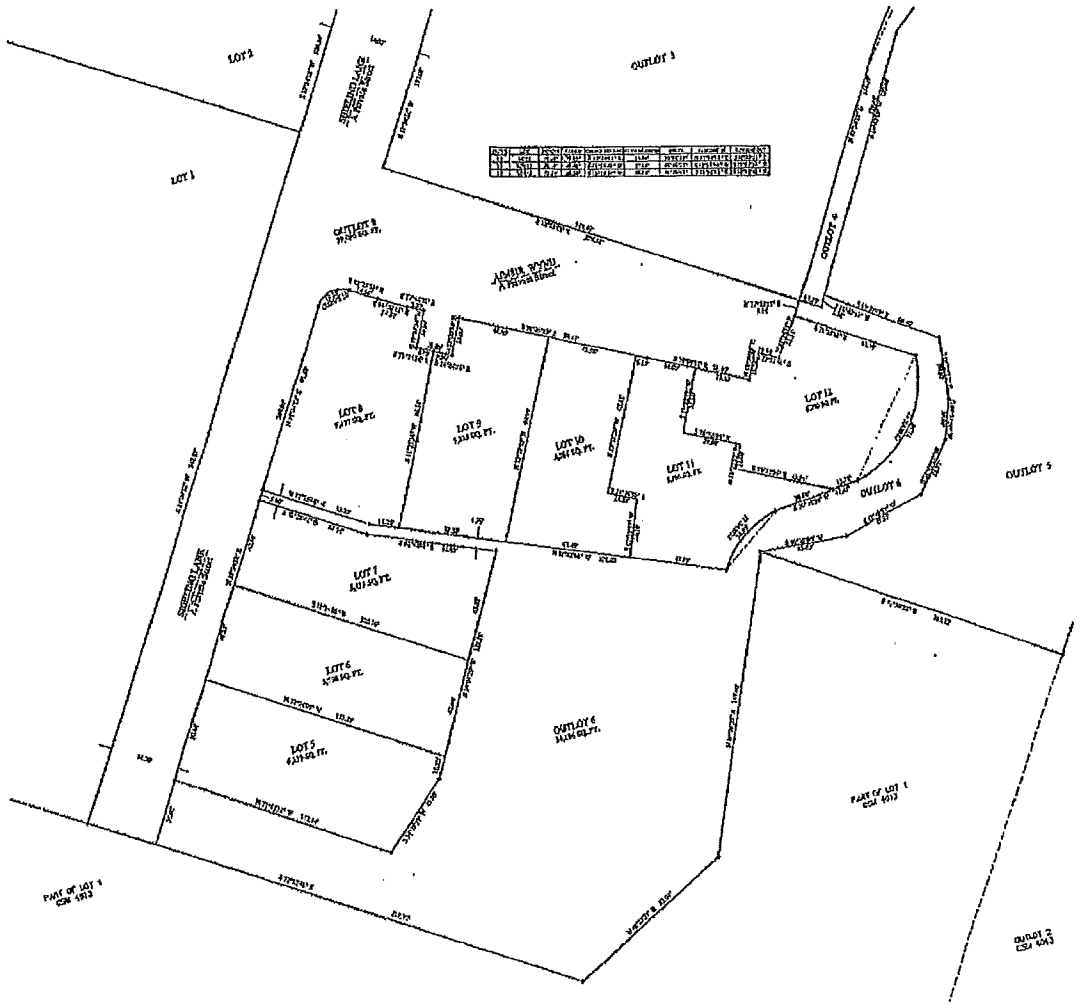
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1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'47" WEST.

WISCONSIN J. SCOTT HENKEL 2439 PLYMOUTH WI LAND SURVEYOR

N

LEGEND

- 1" IRON PIPE FOUND
- ○ 3/4" IRON PIPE WEIGHING 1.68 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Department of Administration

SURVEYED BY JOSEPH C. DAVIS
MAPPED BY J. SCOTT HENKEL, PLS

REVISION 3 SEPT. 21, 2021
REVISION 2 JUNE 25, 2021
REVISION 1 JUNE 25, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI. 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20.2 Date: 6/23/21

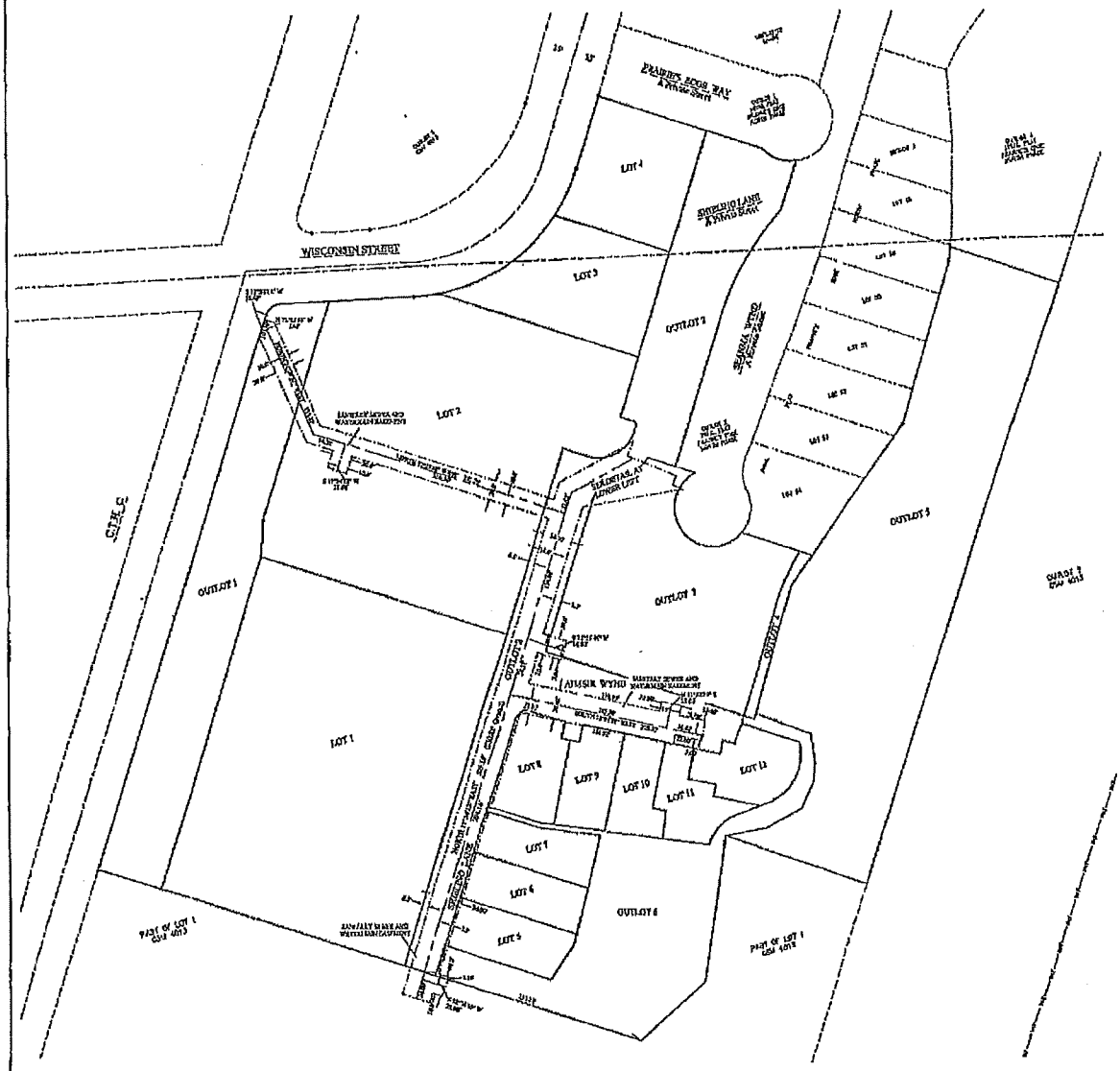
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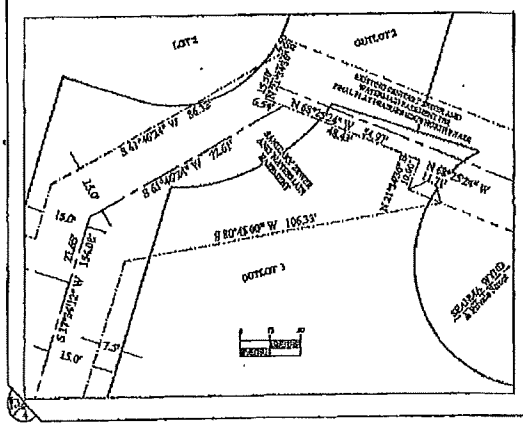
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1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.





There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Department of Administration

WISCONSIN J. SCOTT HENKEL S-2439 PLYMOUTH, WI LAND SURVEYOR

N

REVISION 3 SEPT. 21, 2021
REVISION 2 JUNE 24, 2021
REVISION 1 JUNE 23, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-3C-20.2 Date: 6/23/21

1151556 - 131

1151504 - 21

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HOLDINGS, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1439904, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 01°43'03" WEST, 1313.45 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 88°16'57" EAST, 66.00 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013;
THENCE CONTINUING NORTH 88°16'57" EAST, 60.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 01°43'03" WEST, 661.29 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THE DESCRIPTION;
THENCE CONTINUING NORTH 01°43'03" WEST, 660.16 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF OUTLOT 6 BY CERTIFIED SURVEY MAP 4013;
THENCE NORTH 01°59'21" WEST, 134.51 FEET, ALONG THE EAST LINE OF SAID OUTLOT 6;
THENCE SOUTH 89°17'39" WEST, 11.49 FEET, ALONG THE EAST LINE OF PRAIRIE'S EDGE;
THENCE SOUTH 11°43'59" WEST, 142.51 FEET, ALONG THE EASTERLY LINE OF PRAIRIE'S EDGE;
THENCE SOUTH 20°52'21" WEST, 143.29 FEET, TO THE SOUTHEAST CORNER OF LOT 51 OF PRAIRIE'S EDGE;
THENCE NORTH 12°23'36" WEST, 72.13 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 51 TO THE EAST LINE OF STAGECOACH LANE;
THENCE ALONG THE SOUTH LINE OF STAGECOACH LANE FROM THE ARC OF A CURVE BEARING TO THE RIGHT 139.49 FEET, WITH A RADIUS OF 33.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89°31'14" WEST, 73.31 FEET)
THENCE NORTH 66°44'44" WEST, 21.91 FEET, ALONG THE SOUTH LINE OF STAGECOACH LANE;
THENCE NORTH 11°43'59" EAST, 116.91 FEET, ALONG THE WEST LINE OF STAGECOACH LANE;
THENCE ALONG THE SOUTHEASTERLY LINE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 31.42 FEET, WITH A RADIUS OF 20.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 56°43'59" EAST, 28.28 FEET)
THENCE NORTH 11°43'59" EAST, 24.78 FEET, ALONG THE WEST LINE OF STAGECOACH LANE, TO THE SOUTH LINE OF PRAIRIE'S EDGE WAY;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY BEING THE ARC OF A CURVE BEARING TO THE RIGHT 33.21 FEET, WITH A RADIUS OF 63.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°31'17" WEST, 32.83 FEET)
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY NORTH 34°26'34" WEST, 140.89 FEET, TO THE EAST LINE OF WISCONSIN AVENUE;
THENCE ALONG THE EAST LINE OF WISCONSIN AVENUE SOUTH 11°43'59" WEST, 21.66 FEET)
THENCE ALONG THE EAST LINE OF WISCONSIN AVENUE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 235.31 FEET, WITH A RADIUS OF 743.37 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 20°52'21" WEST, 234.34 FEET)
THENCE ALONG THE SOUTH LINE OF WISCONSIN AVENUE SOUTH 11°43'59" WEST, 134.51 FEET)
THENCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT 34.91 FEET, WITH A RADIUS OF 1656 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 11°31'27" WEST, 1733 FEET, TO THE EASTERLY LINE OF COUNTY HIGHWAY C;
THENCE ALONG SAID EASTERLY LINE OF COUNTY HIGHWAY C SOUTH 11°03'28" WEST, 581.31 FEET)
THENCE SOUTH 11°03'28" EAST, 83.18 FEET);
THENCE NORTH 11°03'28" WEST, 84.81 FEET)
THENCE NORTH 11°03'28" EAST, 145.40 FEET;
THENCE SOUTH 71°12'31" EAST, 16.18 FEET, TO THE POINT OF BEGINNING;

CONTAINING 21.145 SQUARE FEET OR 11.718 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

DATED THIS 6TH DAY OF DECEMBER, 2021

J. SCOTT HENKEL, S-2419, WISCONSIN, LAND SURVEYOR

OWNER'S CERTIFICATE

BLACK CAP HOLDINGS, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HOLDINGS, LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, BLACK CAP HOLDINGS, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D Pahl, MANAGER, ON THIS 13TH DAY OF January, 2022.

BLACK CAP HOLDINGS, LLC

STATE OF WISCONSIN
Ozaukee COUNTY ss

PERSONALLY CAME BEFORE ME THIS 13th DAY OF January, 2022 Anthony D Pahl
TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN — COMMISSION EXPIRES: 4/15/2025

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 3RD DAY OF August, 2022.

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 1st DAY OF February, 2022 ON ANY OF THE LANDS INCLUDED IN THIS FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

2/3/2022
DATE

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 10 DAY OF February, 2022, AFFECTING THE LAND INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

2-10-2022
DATE

JOSHUA MORRISON, COUNTY TREASURER

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (2) and (3), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Dated November 11, 2021
Department of Administration

REVISION 1 JUNE 23, 2022

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20.2 Date: 8/23/21

1151556 - 132

1151504 - 22

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

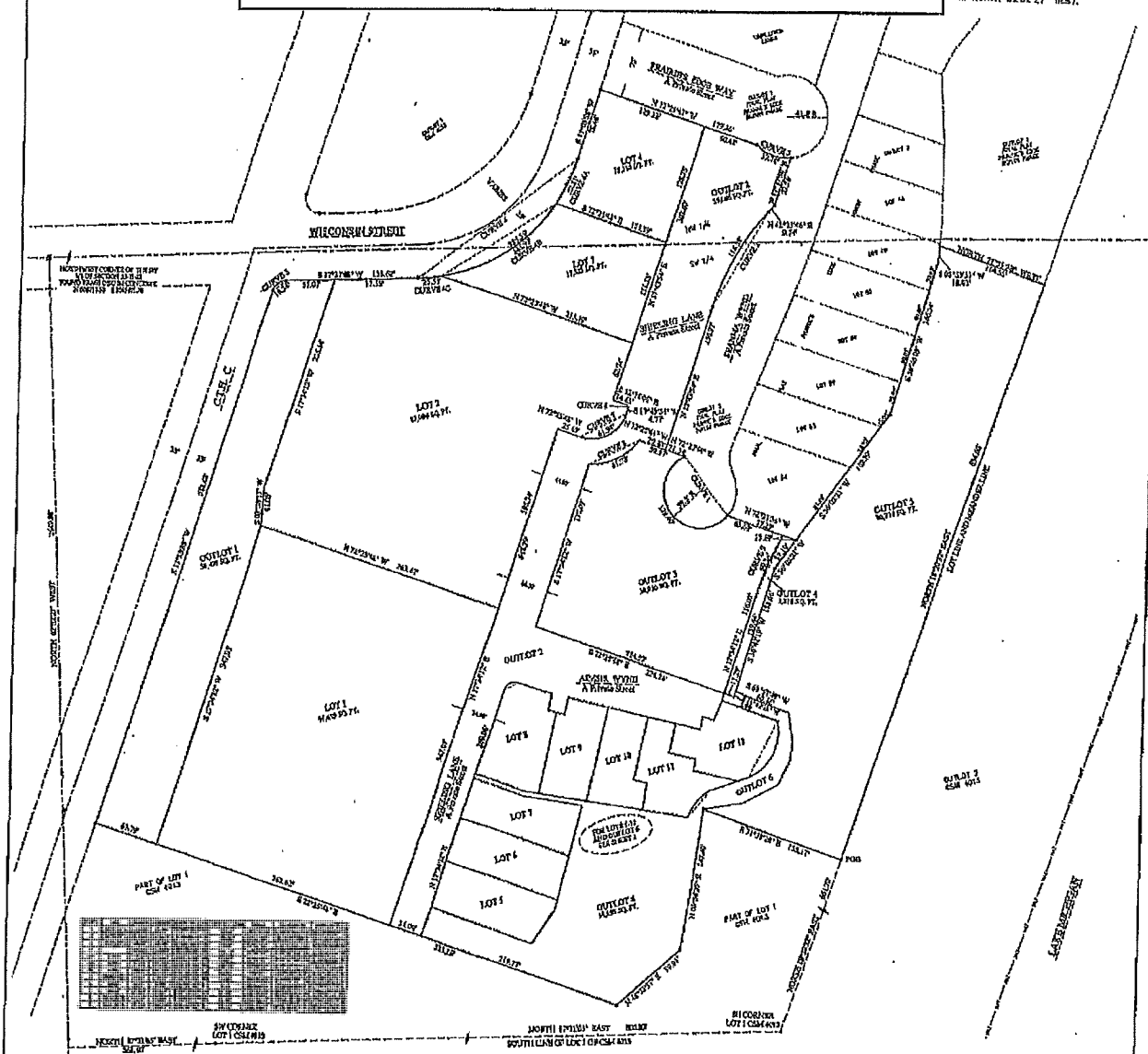
A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

EXHIBIT E - FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

...S SQ. FT. // 11.7101 ACRES

...INGS ARE REFERENCED TO THE ...STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27) ...NE OF SW 1/4 OF SECTION 33-11-22 ...EARS NORTH 02°52'27" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI

RECORDED ON
04/19/2022 01:50 PM

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Department of Administration

WISCONSIN
J. SCOTT HENKEL
2195
PLYMOUTH, WI
LAND SURVEYOR

VICINITY MAP

LEGEND

- 1" IRON PIPE FOUND
- 3/4"Ø IRON PIPE WEIGHING 3.65 LBS/FOOT SET.
- MUNICIPAL LOT/OUTLOT CORNER, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # 80-30-20.2 Date: 6/23/21

SURVEYED BY JOSEPH W. DAVEL
MAPPED BY J. SCOTT HENKEL, PLS

REVISION 3 SEPT. 21, 2021
REVISION 2 JUNE 28, 2021
REVISION 1 JUNE 23, 2021

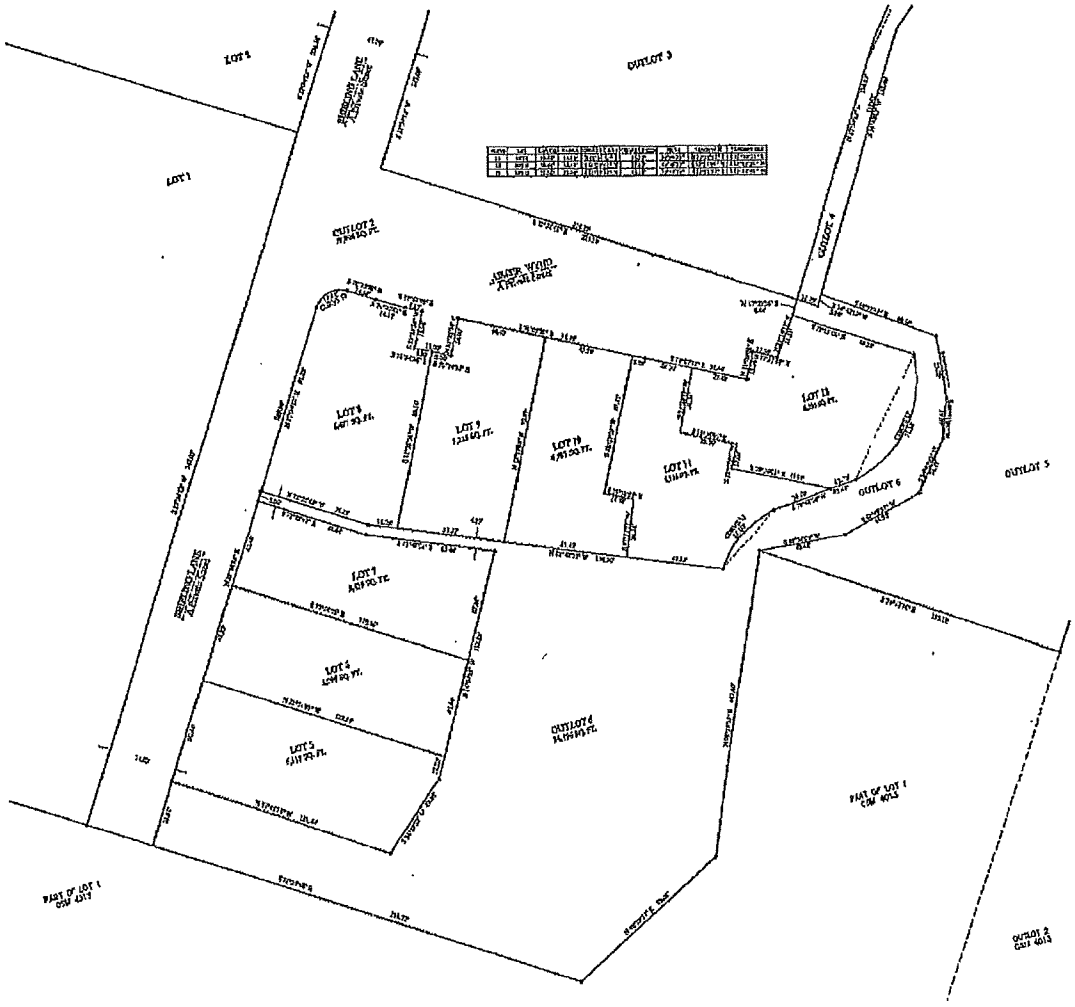
1151556 - 133

1151504 - 23

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°02'27" WEST.

WISCONSIN J. SCOTT HENKEL 2058 PLYMOUTH, WI LAND SURVEYOR

N

LEGEND

- ● 1" IRON PIPE FOUND
- ○ 2"x18" IRON PIPE WEIGHING 3.66 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

This instrument relates to ship's division pursuant to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Department of Administration

SURVEYED BY: JOSEPH W. DAVID
DRAFTED BY: J. SCOTT HENKEL, PLS

REVISION 3 SEPT. 21, 2021
REVISION 2 JUNE 28, 2021
REVISION 1 JUNE 23, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI. 53095
262-348-7800 www.quamengineering.com

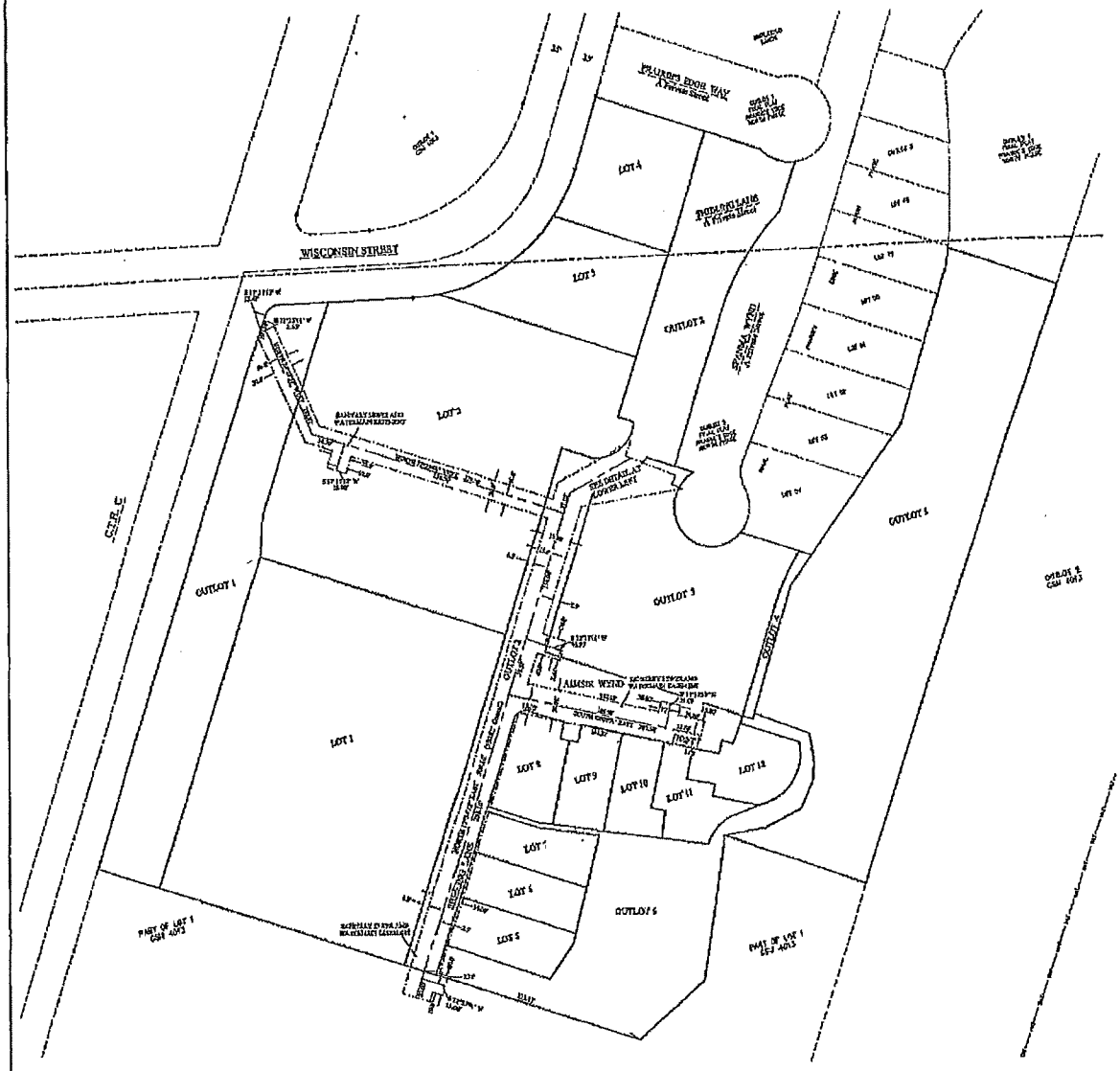
PROJECT # BC-30-20.2 Date: 6/23/21

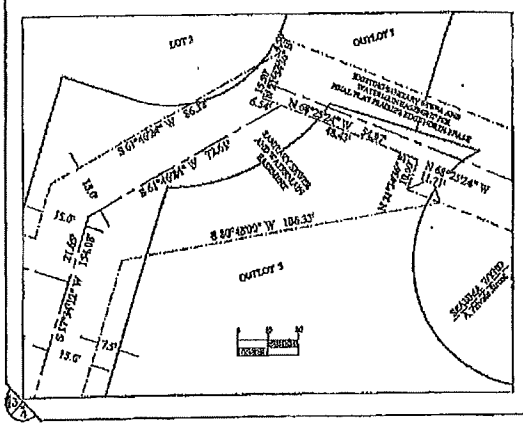
1151556 - 134
1151504 - 24

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.





WISCONSIN
J. SCOTT HENKEL
S-2468
PORT WASHINGTON
WI
LAND SURVEYOR
11/16/21

N

There are no objections to this plat with respect to ss. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified November 11, 2021
Department of Administration

REVISION 3 SEPT. 21, 2021
REVISION 2 OCT. 25, 2021
REVISION 1 JUNE 23, 2022

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-345-7800 www.quamengineering.com

PROJECT # BC-30-20.2 Date: 6/23/21

1151556 - 135
1151504 - 25

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HEINZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1538918, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, BEING FIXED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 89°19'37" EAST, 276.11 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 00°40'23" WEST, 66.00 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013;
THENCE CONTINUE NORTH 00°40'23" WEST, 30.00 FEET, ALONG SAID WEST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 89°19'37" EAST, 60.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 89°19'37" EAST, 83.84 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF OUTLOT 1 OF PRAIRIE'S EDGE;
THENCE CONTINUE NORTH 89°19'37" EAST, 118.83 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 1;
THENCE SOUTH 00°40'23" EAST, 30.00 FEET, ALONG THE EASTERLY PRAIRIE'S EDGE;
THENCE SOUTH 89°19'37" WEST, 202.66 FEET, ALONG THE EAST LINE OF PRAIRIE'S EDGE;
THENCE SOUTH 45°40'23" EAST, 14.14 FEET, TO THE NORTHEAST CORNER OF LOT 31 OF PRAIRIE'S EDGE;
THENCE SOUTH 44°19'37" WEST, 17.25 FEET, ALONG THE SOUTH LINE OF SAID LOT 31 TO THE WESTERLY R.O.W. OF SEAGRAM LANE;
THENCE ALONG THE SOUTH LINE OF SEAGRAM LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 120.00 FEET, WITH A RADIUS OF 30.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 13°19'37" WEST, 57.31 FEET;
THENCE NORTH 72°59'37" WEST, 11.50 FEET, ALONG THE SOUTH LINE OF SEAGRAM LANE;
THENCE SOUTH 17°00'23" WEST, 74.85 FEET, ALONG THE WEST LINE OF SEAGRAM LANE;
THENCE ALONG THE WEST LINE OF SEAGRAM LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 19.81 FEET, WITH A RADIUS OF 103.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 20°50'50" WEST, 19.78 FEET;
THENCE NORTH 15°24'16" EAST, 8.16 FEET, ALONG THE WEST LINE OF SEAGRAM LANE;
THENCE NORTH 15°24'16" EAST, 37.56 FEET, ALONG THE WESTERLY LINE OF PRAIRIE'S EDGE WAY;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY BEING THE ARC OF A CURVE BEARING TO THE RIGHT 39.31 FEET, WITH A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70°15'37" WEST, 35.41 FEET;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE WAY SOUTH 75°15'23" WEST, 139.10 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET SOUTH 14°44'37" EAST, 61.46 FEET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET BEING THE ARC OF A CURVE BEARING TO THE RIGHT 235.13 FEET, WITH A RADIUS OF 1130.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 08°31'37" WEST, 234.73 FEET;
THENCE ALONG THE SOUTH LINE OF WISCONSIN STREET SOUTH 02°18'37" WEST, 119.63 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT 31.42 FEET, WITH A RADIUS OF 20.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 43°41'23" WEST, 28.28 FEET;
THENCE ALONG SAID EAST LINE OF COUNTY HIGHWAY C (CHURCH STREET) NORTH 87°03'37" WEST, 33.11 FEET;
THENCE SOUTH 02°56'23" WEST, 33.11 FEET;
THENCE NORTH 87°03'37" WEST, 66.00 FEET;
THENCE NORTH 02°56'23" EAST, 33.11 FEET;
THENCE SOUTH 87°03'37" EAST, 33.11 FEET;
THENCE NORTH 02°56'23" EAST, 66.00 FEET;
THENCE SOUTH 87°03'37" EAST, 33.11 FEET;
THENCE NORTH 02°56'23" EAST, 33.11 FEET;
THENCE SOUTH 87°03'37" EAST, 33.11 FEET, TO THE POINT OF BEGINNING;

CONTAINING 599,693 SQUARE FEET OR 13.768 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON PROVISION ORDINANCE.

J. SCOTT HEINZEL, PLS 2496

OWNER'S CERTIFICATE

BLACK CAP HALCYON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT.

BLACK CAP HALCYON, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, BLACK CAP HALCYON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D. Pahl, MANAGER, ON THIS 13th DAY OF January, 2022.

BLACK CAP HALCYON, LLC

STATE OF WISCONSIN
Ozaukee COUNTY ss

PERSONALLY CAME BEFORE ME THIS 13th DAY OF January, 2022, Anthony D. Pahl TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN — MY COMMISSION EXPIRES: 7/19/2025

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 2nd DAY OF August, 2021

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 13 DAY OF January, 2022 ON ANY OF THE LANDS INCLUDED IN THIS FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

1/13/2022
DATE

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 10 DAY OF February, 2022 AFFECTING THE LANDS INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

2-10-2022
DATE

JOSHUA MORRISON, COUNTY TREASURER

This instrument was drafted by the above named surveyor.
s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.02, Wis. Stats.
Certified November 11, 2021
Registered Land Surveyor

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-340-7800 www.quamengineering.com
PROJECT # BC-30-20.2 Date: 6/23/21

REVISION 1 (JULY 29, 2021)

EXHIBIT B

ADDITIONAL PROPERTY

Outlot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

EXHIBIT C

Prairie's Edge Subdivision Legal Description

North Phase Property:

Lots 41 through 54, and Outlots 1 through 4, of the Final Plat Prairie's Edge North Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

(CBRF Property)
Lot 1 of Certified Survey Map No. 4142 recorded with the Ozaukee County Register of Deeds on June 4, 2021 as Document No. 1119178, being a part of Lot 1 of Certified Survey Map 4013, recorded as Document NO. 1059994, being part of the Northwest ¼ of Fractional Section 33, Township 11 North, Range 22 east, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

(North Phase Property)
Outlot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

Center Phase Property:

Lots 1 through 12, and Outlots 1 through 6, of the Final Plat Prairie's Edge Center Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

South Phase Property:

Lots 13 through 39, and Outlots 1 through 3, of the Final Plat Prairie's Edge South Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1059994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 3 OF FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE, RECORDED AS DOCUMENT NO. 1144576, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 04°43'01" WEST, 234.06 FEET, ALONG THE EAST LINE OF SAID OUTLOT 3;
THENCE NORTH 27°23'51 WEST, 41.43 FEET, ALONG SAID EAST LINE;
THENCE NORTH 15°26'39" WEST, 60.99 FEET, ALONG SAID EAST LINE;
THENCE NORTH 07°22'18" EAST, 38.61 FEET, ALONG SAID EAST LINE;
THENCE NORTH 22°15'49" EAST, 40.34 FEET, ALONG SAID EAST LINE;
THENCE NORTH 48°23'37" EAST, 106.56 FEET, ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF OUTLOT 6 OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE, RECORDED AS DOCUMENT NO. 1132815;
THENCE CONTINUE NORTH 48°23'37" EAST, 89.01 FEET, ALONG THE EAST LINE OF SAID OUTLOT 6;
THENCE NORTH 08°36'35" EAST, 147.40 FEET, ALONG SAID EAST LINE OF OUTLOT 6 TO THE SOUTHWEST CORNER OF OUTLOT 5 OF SAID FINAL PLAT PRAIRIE'S EDGE CENTER PHASE;
THENCE SOUTH 71°39'28" EAST, 155.12 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 5 TO THE SOUTHEAST CORNER OF SAID OUTLOT 5 AND THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP 4013;
THENCE SOUTH 18°20'33" WEST, 661.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 87°31'15" WEST, 73.06 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 108,124 SQUARE FEET // 2.4822 ACRES, MORE OR LESS.

EXHIBIT 4

South Phase Property

Lots 13 through 39, and Outlots 1 through 3, of the Final Plat Prairie's Edge South Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1059994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 3 OF FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE, RECORDED AS DOCUMENT NO. 1144576, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 04°43'01" WEST, 234.06 FEET, ALONG THE EAST LINE OF SAID OUTLOT 3;
THENCE NORTH 27°23'51 WEST, 41.43 FEET, ALONG SAID EAST LINE;
THENCE NORTH 15°26'39" WEST, 60.99 FEET, ALONG SAID EAST LINE;
THENCE NORTH 07°22'18" EAST, 38.61 FEET, ALONG SAID EAST LINE;
THENCE NORTH 22°15'49" EAST, 40.34 FEET, ALONG SAID EAST LINE;
THENCE NORTH 48°23'37" EAST, 106.56 FEET, ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF OUTLOT 6 OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE, RECORDED AS DOCUMENT NO. 1132815;
THENCE CONTINUE NORTH 48°23'37" EAST, 89.01 FEET, ALONG THE EAST LINE OF SAID OUTLOT 6;
THENCE NORTH 08°36'35" EAST, 147.40 FEET, ALONG SAID EAST LINE OF OUTLOT 6 TO THE SOUTHWEST CORNER OF OUTLOT 5 OF SAID FINAL PLAT PRAIRIE'S EDGE CENTER PHASE;
THENCE SOUTH 71°39'28" EAST, 155.12 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 5 TO THE SOUTHEAST CORNER OF SAID OUTLOT 5 AND THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP 4013;
THENCE SOUTH 18°20'33" WEST, 661.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 87°31'15" WEST, 73.06 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 108,124 SQUARE FEET // 2.4822 ACRES, MORE OR LESS.

EXHIBIT 3

Prairie's Edge Subdivision Legal Description

North Phase Property:

Lots 41 through 54, and Outlots 1 through 4, of the Final Plat Prairie's Edge North Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

Outlot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

CBRF Property:

Lot 1 of Certified Survey Map No. 4142 recorded with the Ozaukee County Register of Deeds on June 4, 2021 as Document No. 1119178, being a part of Lot 1 of Certified Survey Map 4013, recorded as Document NO. 1059994, being part of the Northwest ¼ of Fractional Section 33, Township 11 North, Range 22 east, City of Port Washington, County of Ozaukee, State of Wisconsin.

Center Phase Property:

Lots 1 through 12, and Outlots 1 through 6, of the Final Plat Prairie's Edge Center Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

South Phase Property:

Lots 13 through 39, and Outlots 1 through 3, of the Final Plat Prairie's Edge South Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

AND

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1059994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 3 OF FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE, RECORDED AS DOCUMENT NO. 1144576, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 04°43'01" WEST, 234.06 FEET, ALONG THE EAST LINE OF SAID OUTLOT 3;
THENCE NORTH 27°23'51 WEST, 41.43 FEET, ALONG SAID EAST LINE;
THENCE NORTH 15°26'39" WEST, 60.99 FEET, ALONG SAID EAST LINE;
THENCE NORTH 07°22'18" EAST, 38.61 FEET, ALONG SAID EAST LINE;
THENCE NORTH 22°15'49" EAST, 40.34 FEET, ALONG SAID EAST LINE;
THENCE NORTH 48°23'37" EAST, 106.56 FEET, ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF OUTLOT 6 OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE, RECORDED AS DOCUMENT NO. 1132815;
THENCE CONTINUE NORTH 48°23'37" EAST, 89.01 FEET, ALONG THE EAST LINE OF SAID OUTLOT 6;
THENCE NORTH 08°36'35" EAST, 147.40 FEET, ALONG SAID EAST LINE OF OUTLOT 6 TO THE SOUTHWEST CORNER OF OUTLOT 5 OF SAID FINAL PLAT PRAIRIE'S EDGE CENTER PHASE;
THENCE SOUTH 71°39'28" EAST, 155.12 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 5 TO THE SOUTHEAST CORNER OF SAID OUTLOT 5 AND THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP 4013;
THENCE SOUTH 18°20'33" WEST, 661.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 87°31'15" WEST, 73.06 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 108,124 SQUARE FEET // 2.4822 ACRES, MORE OR LESS.

EXHIBIT 4

South Phase Property

Lots 13 through 39, and Outlots 1 through 3, of the Final Plat Prairie's Edge South Phase, being a division of part of Lot 1 of Certified Survey Map 4013, being a part of Government Lots 2 and 3 of Fractional Section 33, Township 11 North, Range 22 East, City of Port Washington, County of Ozaukee, State of Wisconsin.

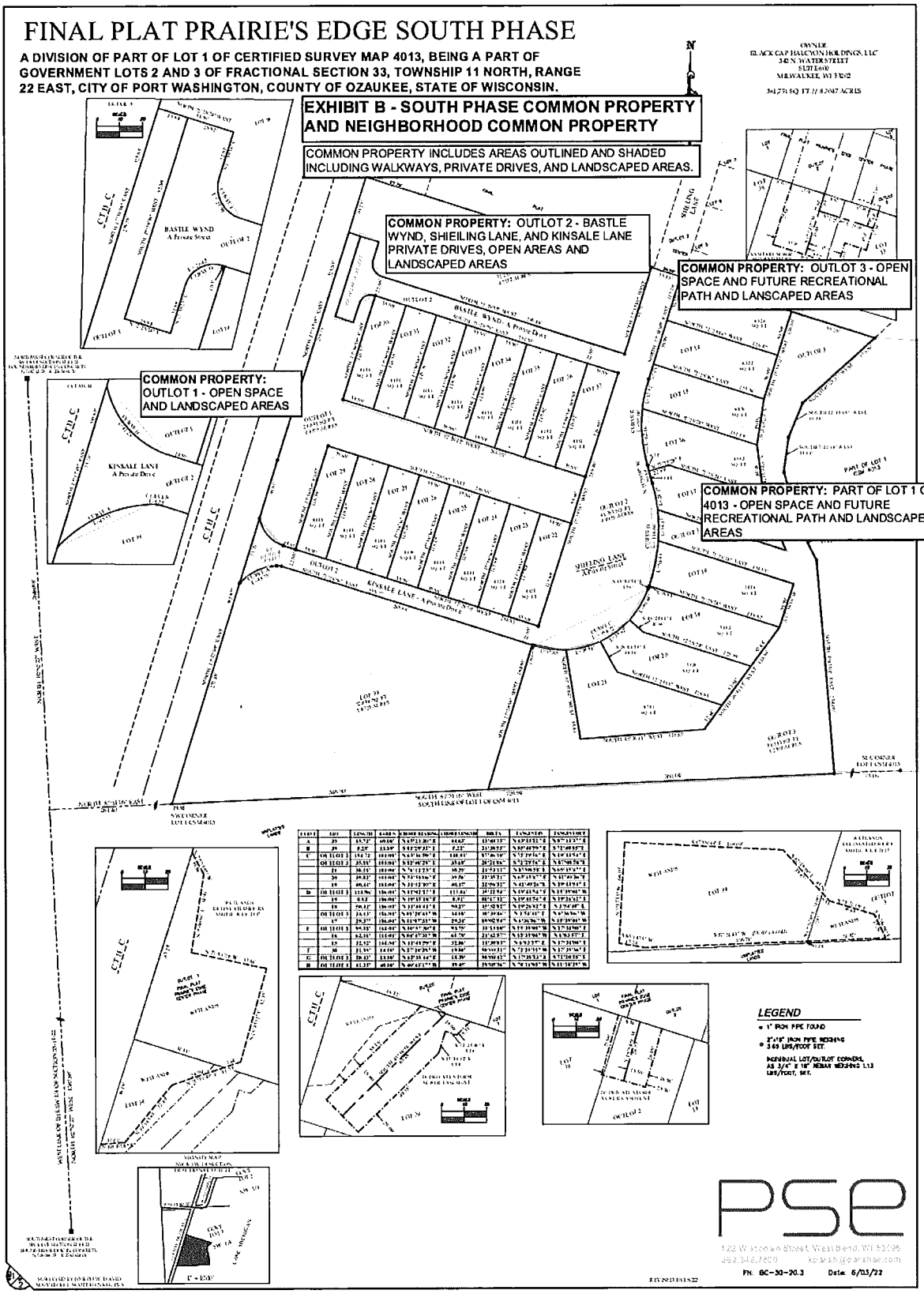
AND

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1059994, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 3 OF FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE, RECORDED AS DOCUMENT NO. 1144576, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 04°43'01" WEST, 234.06 FEET, ALONG THE EAST LINE OF SAID OUTLOT 3;
THENCE NORTH 27°23'51 WEST, 41.43 FEET, ALONG SAID EAST LINE;
THENCE NORTH 15°26'39" WEST, 60.99 FEET, ALONG SAID EAST LINE;
THENCE NORTH 07°22'18" EAST, 38.61 FEET, ALONG SAID EAST LINE;
THENCE NORTH 22°15'49" EAST, 40.34 FEET, ALONG SAID EAST LINE;
THENCE NORTH 48°23'37" EAST, 106.56 FEET, ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF OUTLOT 6 OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE, RECORDED AS DOCUMENT NO. 1132815;
THENCE CONTINUE NORTH 48°23'37" EAST, 89.01 FEET, ALONG THE EAST LINE OF SAID OUTLOT 6;
THENCE NORTH 08°36'35" EAST, 147.40 FEET, ALONG SAID EAST LINE OF OUTLOT 6 TO THE SOUTHWEST CORNER OF OUTLOT 5 OF SAID FINAL PLAT PRAIRIE'S EDGE CENTER PHASE;
THENCE SOUTH 71°39'28" EAST, 155.12 FEET, ALONG THE SOUTH LINE OF SAID OUTLOT 5 TO THE SOUTHEAST CORNER OF SAID OUTLOT 5 AND THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP 4013;
THENCE SOUTH 18°20'33" WEST, 661.70 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 87°31'15" WEST, 73.06 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 108,124 SQUARE FEET // 2.4822 ACRES, MORE OR LESS.

EXHIBIT B


FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE
A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.
EXHIBIT B - SOUTH PHASE COMMON PROPERTY AND NEIGHBORHOOD COMMON PROPERTY
COMMON PROPERTY INCLUDES AREAS OUTLINED AND SHADED INCLUDING WALKWAYS, PRIVATE DRIVES, AND LANDSCAPED AREAS.
COMMON PROPERTY: OUTLOT 2 - BASTLE WYND, SHIELING LANE, AND KINSALE LANE PRIVATE DRIVES, OPEN AREAS AND LANDSCAPED AREAS
COMMON PROPERTY: OUTLOT 3 - OPEN SPACE AND FUTURE RECREATIONAL PATH AND LANSCAPED AREAS
COMMON PROPERTY: OUTLOT 1 - OPEN SPACE AND LANDSCAPED AREAS
COMMON PROPERTY: PART OF LOT 1 CSI 4013 - OPEN SPACE AND FUTURE RECREATIONAL PATH AND LANDSCAPED AREAS
BASTLE WYND
KINSALE LANE
SHIELING LANE
LEGEND
PSE

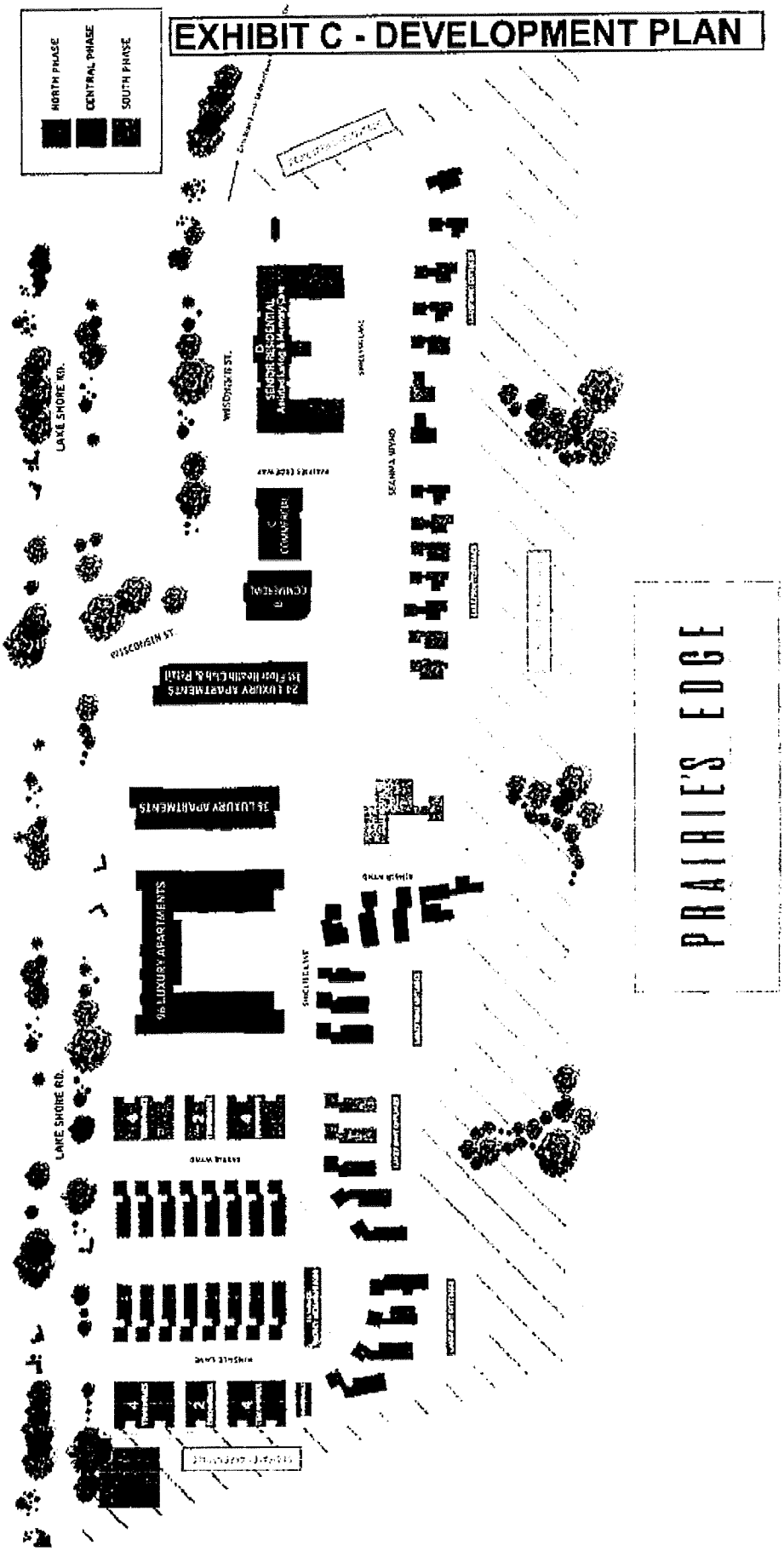

EXHIBIT C - DEVELOPMENT PLAN
NORTH PHASE
CENTRAL PHASE
SOUTH PHASE
LAKE SHORE RD.
WISCONSIN ST.
SENIOR RESIDENTIAL
24 LUXURY APARTMENTS
35 LUXURY APARTMENTS
96 LUXURY APARTMENTS
LAKE SHORE RD.
PRAIRIE'S EDGE

EXHIBIT D-1 FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

1120734

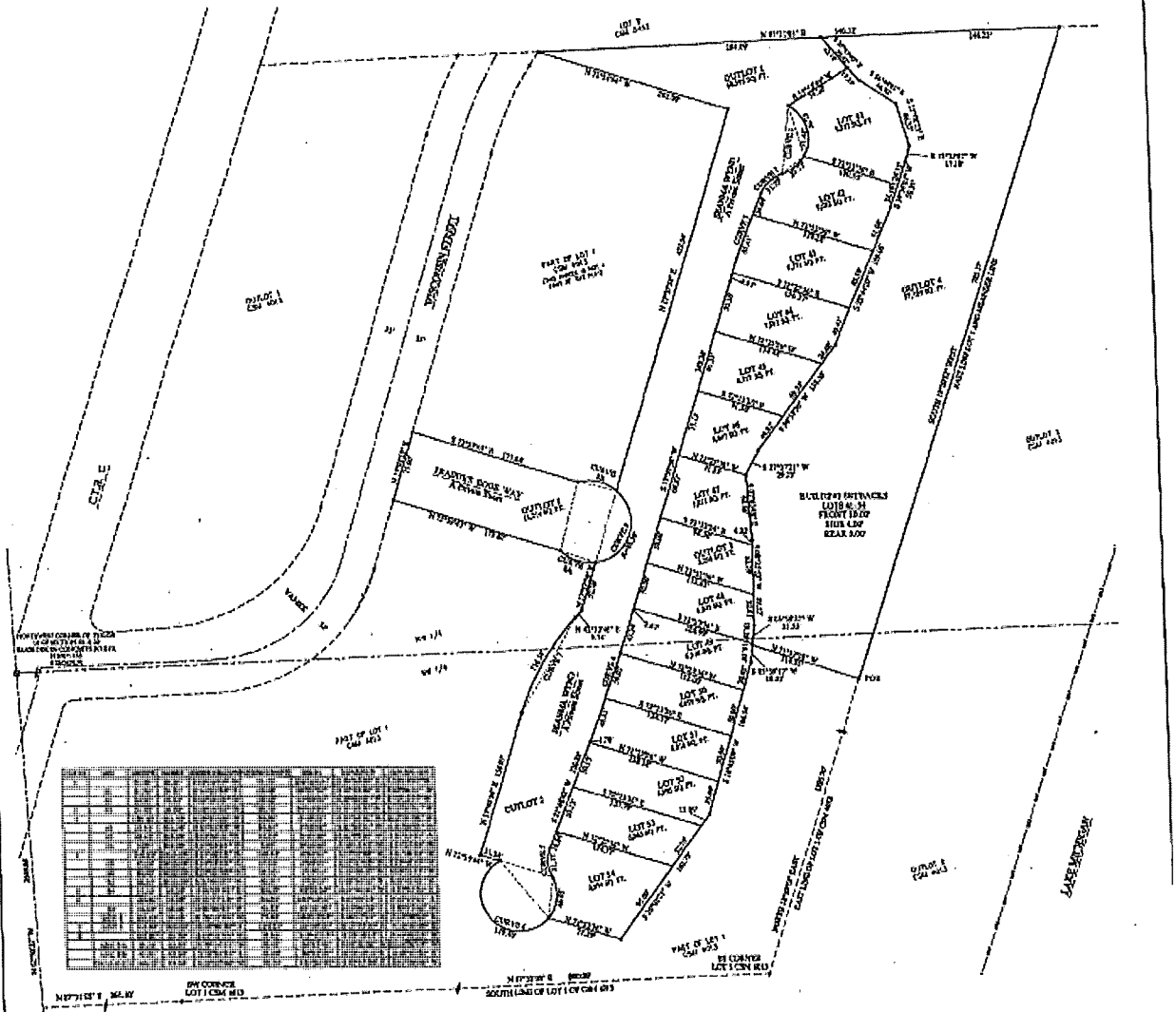
FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

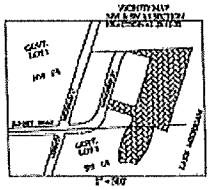
200,672 SQ. FT. // 6.4734 ACRES

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'17" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
RECORDED ON
06/30/2021 12:11:22 PM

J. SCOTT HENKE
PLYMOUTH, WI
LAND SURVEYOR



These surveyed plat documents shall be in accordance with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Statutes as provided by s. 236.12, Wis. Statutes

Certified June 11, 2021

Department of Administration

REVISED JUNE 7, 2021
REVISED JUNE 8, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

SURVEYED AND MAPPED BY J. SCOTT HENKE, PLS

LEGEND

- 1" IRON PIPE FOUND
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET.

MONUMENT, LOT/OUTLOT CORNER, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, TO BE SET UPON COMPLETION OF HOUSE CONSTRUCTION.

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

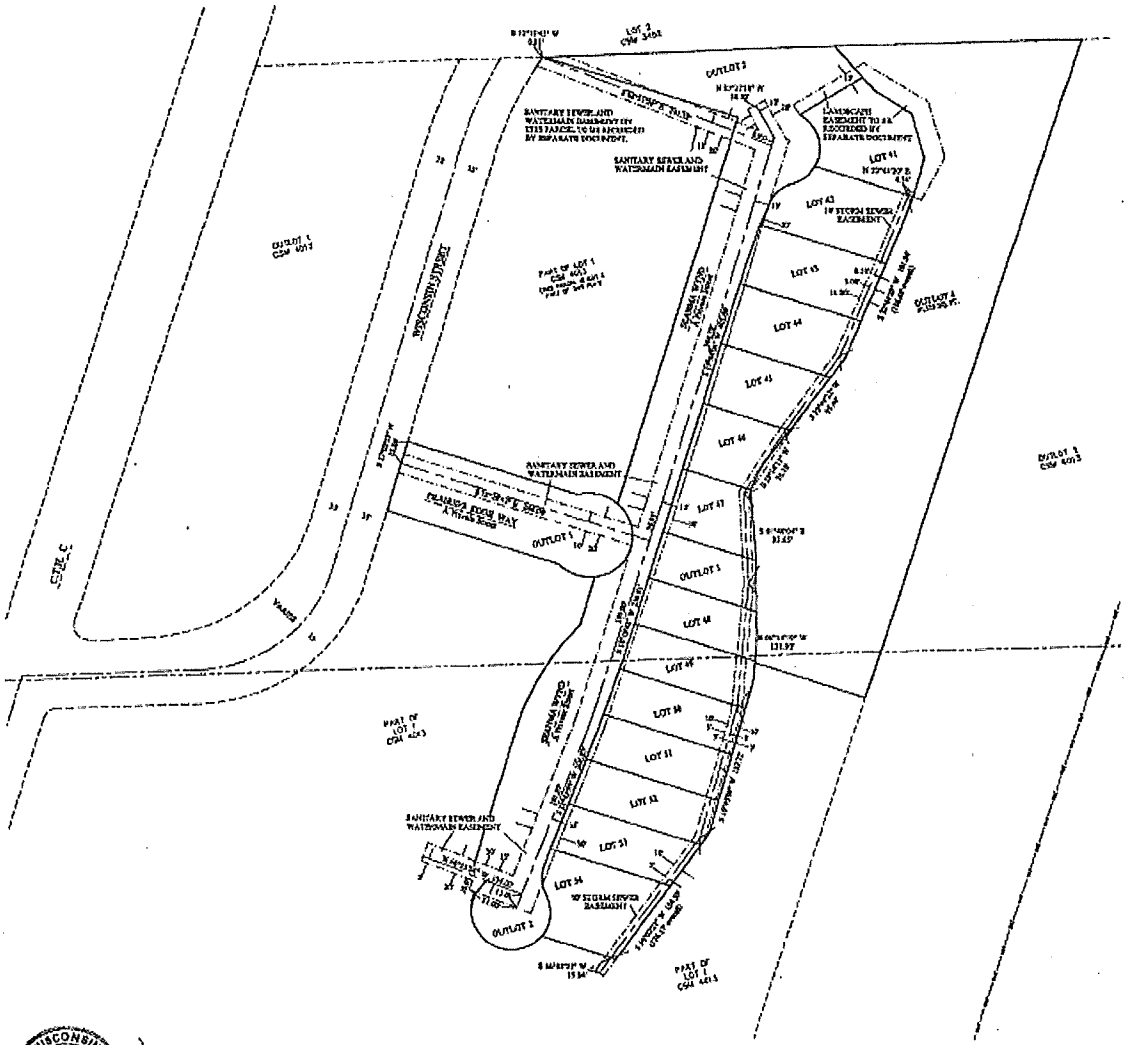
1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

N

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 02°52'27" WEST.



WISCONSIN
J. SCOTT HENKEL
S-2431
PLYMOUTH, WI
LAND SURVEYOR

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 8, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

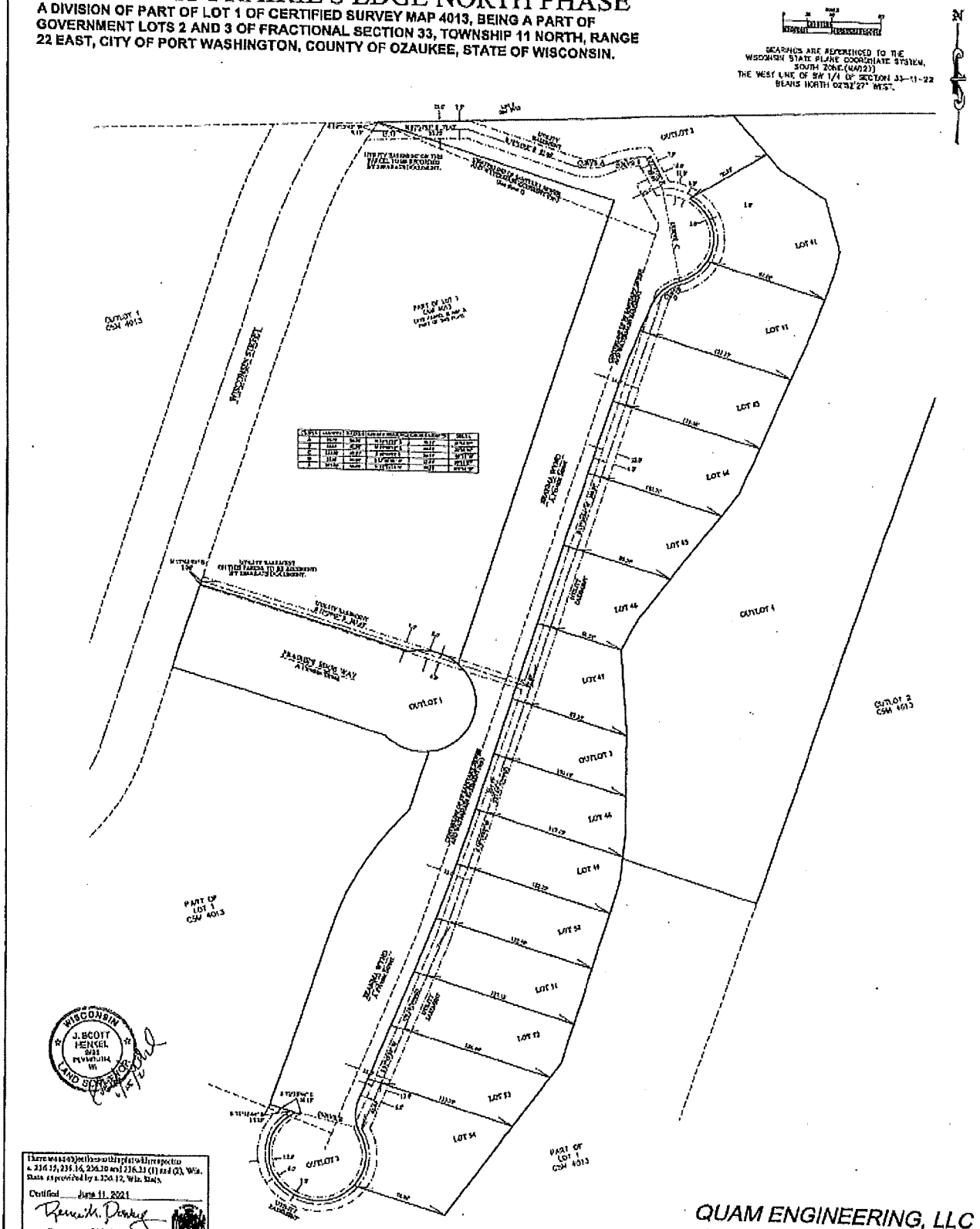
QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com

PROJECT # BC-30-20 Date: 02/24/21

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



I hereby certify that this plat is in compliance with s. 236.12, 236.14, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Kenneth Pooley
Department of Administration

SURVEYED AND MAPPED BY J. SCOTT HENKEL, PLS

REVISED JUNE 7, 2021
REVISED JUNE 8, 2021
REVISED APRIL 5, 2021
REVISED MARCH 3, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # 8C-30-20 Date: 02/24/21

1120734

FINAL PLAT PRAIRIE'S EDGE NORTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1039983, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33;
THENCE NORTH 0°03'07" WEST, 1167.86 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 89°19'38" EAST, 52.00 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013;
THENCE CONTINUE NORTH 89°19'38" EAST, 930.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 0°03'07" WEST, 1345.78 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 71°01'21" WEST, 114.83 FEET;
THENCE SOUTH 89°39'37" WEST, 183.31 FEET;
THENCE SOUTH 89°39'37" WEST, 166.31 FEET;
THENCE SOUTH 53°51'37" WEST, 161.79 FEET;
THENCE NORTH 72°03'09" WEST, 77.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 61.80 FEET, WITH A RADIUS OF 38.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 38°39'09" WEST, 55.31 FEET;
THENCE NORTH 11°20'41" EAST, 31.24 FEET;
THENCE NORTH 11°20'41" EAST, 114.97 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 116.18 FEET, WITH A RADIUS OF 58.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°09'37" EAST, 113.67 FEET;
THENCE NORTH 48°19'46" EAST, 9.34 FEET;
THENCE NORTH 17°37'18" EAST, 52.16 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 20.38 FEET, WITH A RADIUS OF 43.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 77°14'13" WEST, 20.41 FEET;
THENCE NORTH 75°54'49" WEST, 158.80 FEET, TO THE EAST LINE OF WISCONSIN AVENUE;
THENCE NORTH 17°05'11" EAST, 31.00 FEET, ALONG SAID EAST LINE;
THENCE SOUTH 75°54'49" EAST, 177.84 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 43.81 FEET, WITH A RADIUS OF 43.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76°05'17" EAST, 41.99 FEET;
THENCE NORTH 17°37'18" EAST, 62.34 FEET;
THENCE NORTH 72°22'42" WEST, 330.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 89°39'38" EAST, 318.28 FEET, ALONG THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 1°03'11" WEST, 725.11 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 19,040 SQUARE FEET OF 0.634 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 3161

OWNER'S CERTIFICATE

BLACK CAP HALCYON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALCYON, LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALCYON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D. Pelaton, ITS Manager, ON THIS 15th DAY OF June, 2021.

BLACK CAP HALCYON, LLC

STATE OF WISCONSIN)
Ozaukee COUNTY)ss

PERSONALLY CAME BEFORE ME THIS 15th DAY OF June, 2021, Anthony D. Pelaton TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES July 29, 2024

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 15th DAY OF June, 2021, ON ANY OF THE LANDS INCLUDED IN THIS PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

6-24-2021
DATE

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 24th DAY OF June, 2021, AFFECTING THE LAND INCLUDED IN THIS PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE.

6-29-2021
DATE

JOSHUA MORRISON, COUNTY TREASURER

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE NORTH PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 1st DAY OF June, 2021.

THEODORE NEITZKE IV, MAYOR, CITY OF PORT WASHINGTON

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Black Cap Halcyon LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Spectrum Mid-America, LLC, Grantee, and

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas", together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of the grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.

Certified June 11, 2021

Department of Administration

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20 Date: 02/24/21

REVISED JUNE 2, 2021
REVISED APRIL 23, 2021
REVISED APRIL 8, 2021
REVISED MARCH 3, 2021

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

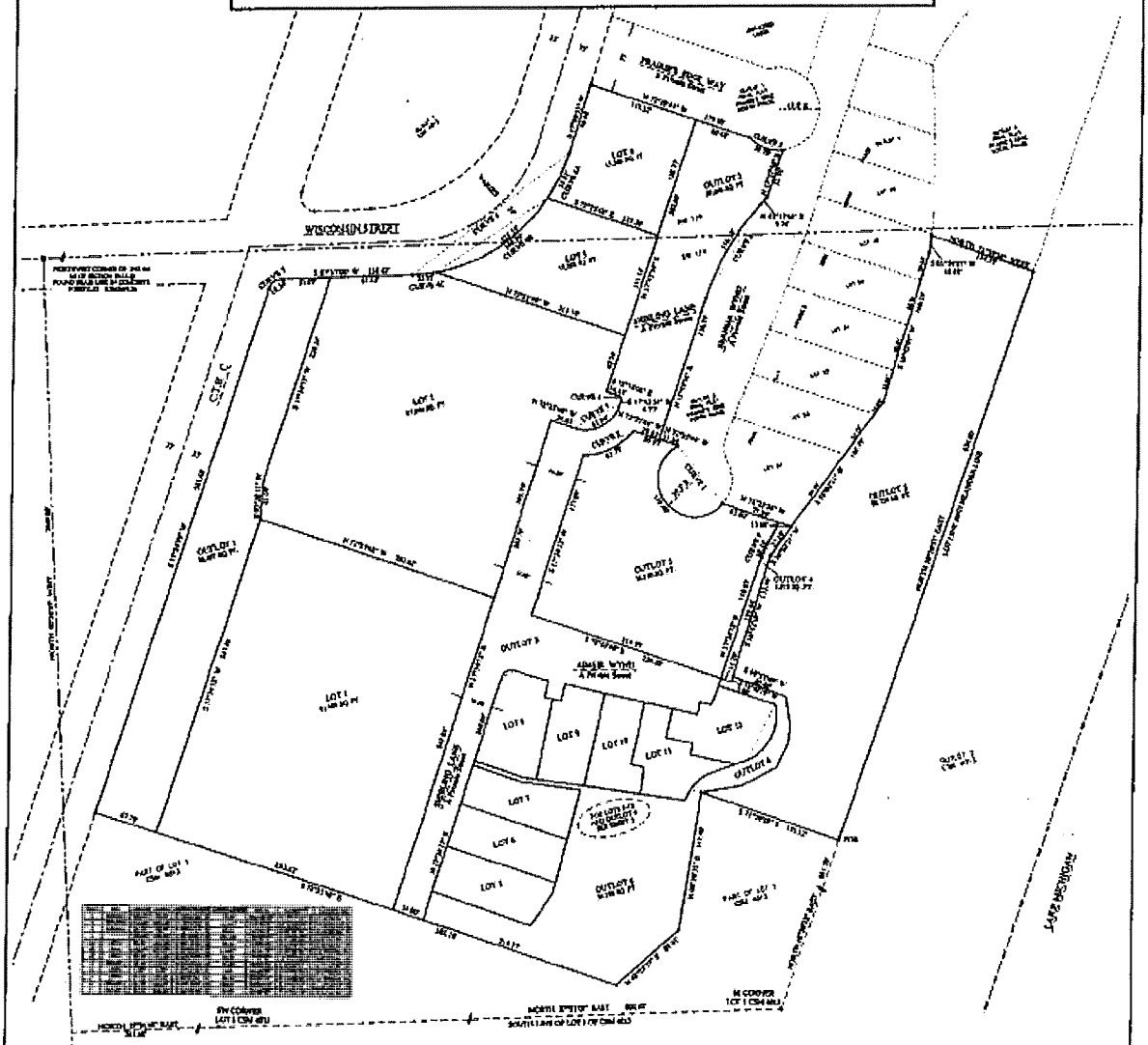
N

OWNER:
BLACK CAP HALCYON HOLDINGS, LLC
342 N. WATER STREET
SUITE 600
MILWAUKEE, WI 53202

5 SQ. FT. // 11.7101 ACRES

EXHIBIT D-2 - FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83) THE SOUTH LINE OF THE SW 1/4 OF SECTION 33-11-22 BEARS NORTH 89°58'27" WEST.



RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
RECEIVED ON
03/09/2022 01:50 PM

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified November 19, 2021

WISCONSIN
A. SCOTT HENKEL
2498
PLYMOUTH, WI
LAND SURVEYOR

LEGEND
- 1" IRON PIPE FOUND
- 3/4" IRON PIPE WEIGHING 1.13 LBS/FOOT SET.

INDIVIDUAL LOT/OUTLOT CORNERS, #5 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT SET.

SURVEYED BY KENNETH W. DAVID
MAPPED BY J. SCOTT HENKEL, PLS

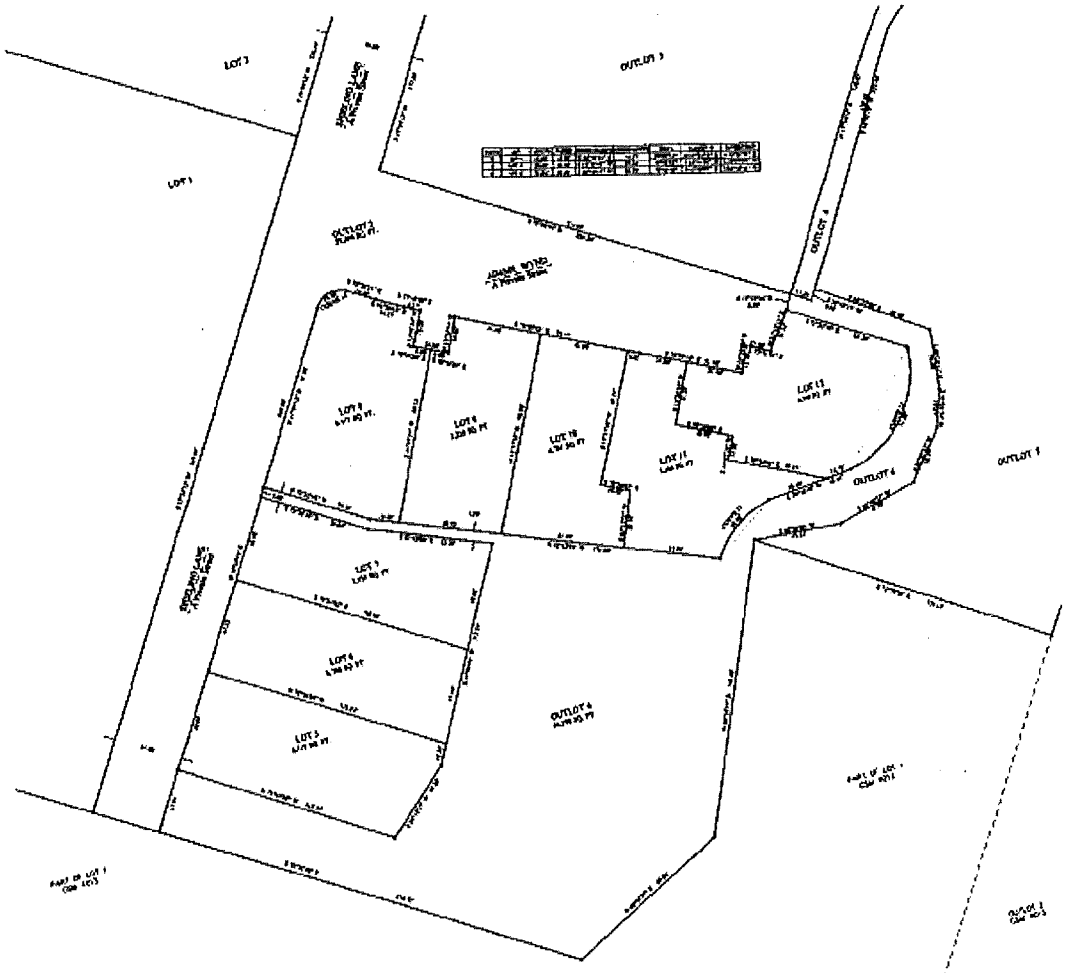
REVISION 1 SEPT. 14, 2021
REVISION 2 JUNE 23, 2021
REVISION 3 JUNE 23, 2021

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI, 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-30-20.2 Date: 6/23/21

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1402) THE WEST LINE OF SW 1/4 OF SECTION 33-11-22 BEARS NORTH 0°33'37" WEST.

N

WISCONSIN J. SCOTT HEINZEL PLYMOUTH WI LAND SURVEYOR

LEGEND

- 1" IRON PIPE FOUND
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FOOT SET
- INDIVIDUAL LOT/OUTLOT CORNERS, AS 3/4" X 18" REBAR WEIGHING 1.13 LBS/FOOT, SET.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Dated November 11, 2021

Department of Administration

QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND, WI. 53095

262-346-7800 www.quamengineering.com

PROJECT # EC-30-20.2 Date: 6/23/21

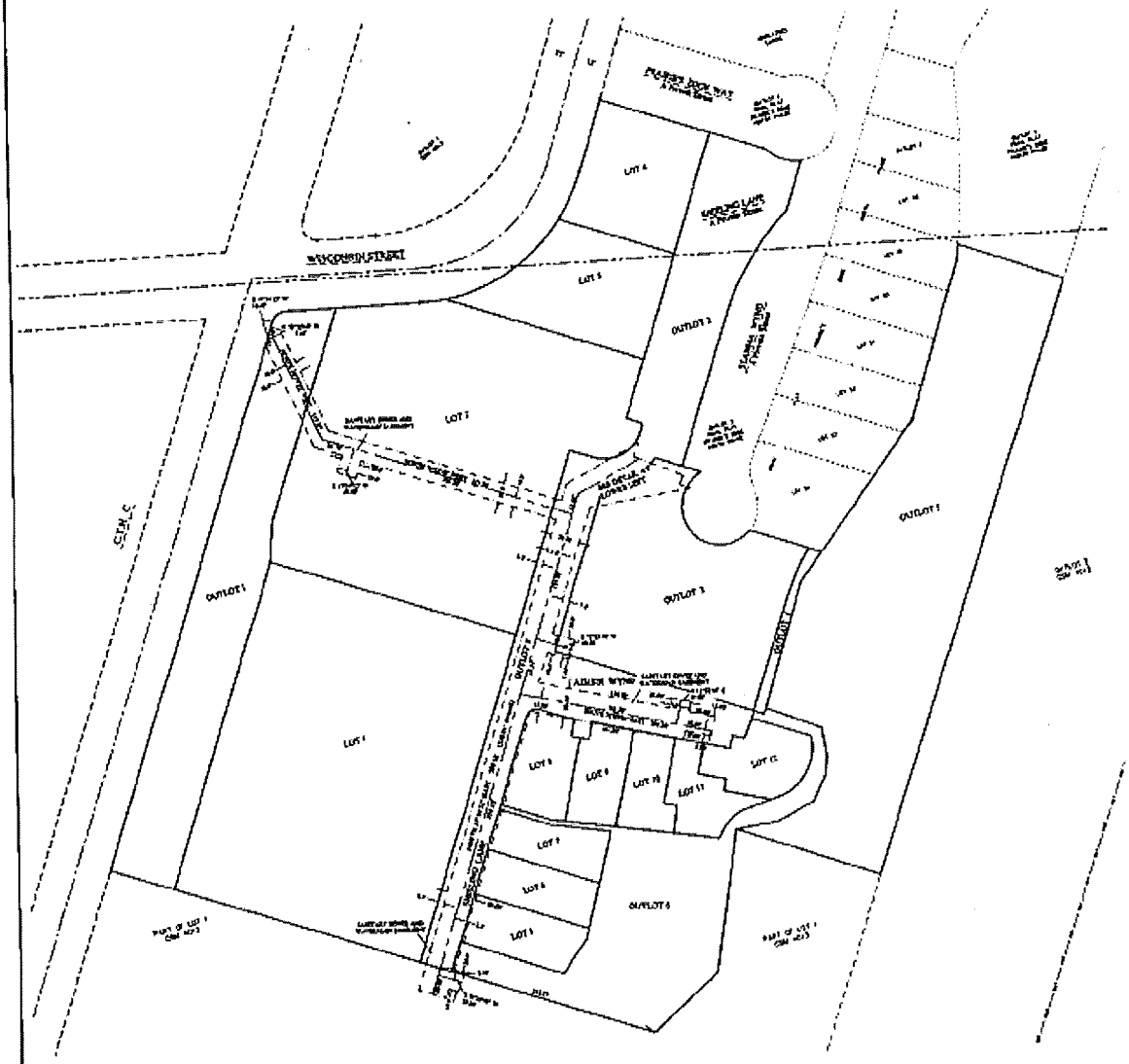
REVISION 3 SEPT. 21, 2021
REVISION 2 AUG. 25, 2021
REVISION 1 JUNE 23, 2021

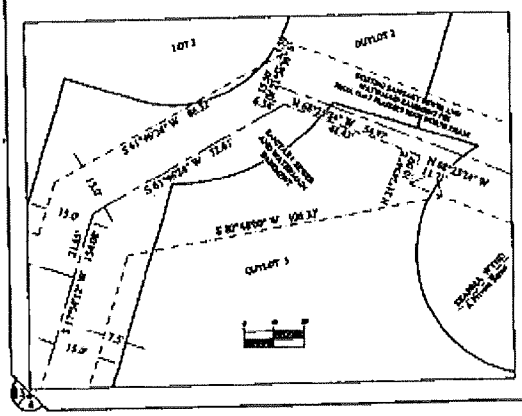
SURVEYED BY JOSEPH M. DAVID
MAPPED BY J. SCOTT HEINZEL, P.L.S.

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.





WISCONSIN J. SCOTT HENKEL PLYMOUTH, WI LAND SURVEYOR

N

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2021

Registered Land Surveyor

REVISION 1 SEPT. 21, 2021
REVISION 2 JUNE 29, 2021
REVISION 3 JUNE 23, 2021

QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND, WI, 53095
262-348-7800 www.quamengineering.com
PROJECT # EC-30-20.2 Date: 6/23/21

1132812

FINAL PLAT PRAIRIE'S EDGE CENTER PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENGEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALETON, LLC.

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1132812, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 00°28'37" WEST, 1,307.38 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 89°31'23" EAST, 561.94 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 89°31'23" EAST, 466.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1;
THENCE NORTH 00°28'37" WEST, 466.00 FEET, ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 00°28'37" WEST, 434.39 FEET, ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF OUTLOT 4 OF PRAIRIE'S EDGE;
THENCE ALONG THE SOUTH LINE OF SEAGRAVE LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 119.48 FEET, WITH A RADIUS OF 75.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89°02'30" WEST, 107.36 FEET;
THENCE NORTH 43°31'45" WEST, 211.84 FEET, ALONG THE SOUTH LINE OF SEAGRAVE LANE;
THENCE NORTH 46°28'15" EAST, 13.00 FEET, ACROSS THE WEST LINE OF SEAGRAVE LANE, TO THE SOUTHEAST CORNER OF LOT 1 OF PRAIRIE'S EDGE;
THENCE ALONG THE SOUTH LINE OF SEAGRAVE LANE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 118.38 FEET, WITH A RADIUS OF 75.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89°02'30" EAST, 106.36 FEET;
THENCE NORTH 43°31'45" EAST, 4.36 FEET, ALONG THE WEST NAMED OF SEAGRAVE LANE;
THENCE NORTH 01°31'38" EAST, 21.91 FEET, ALONG THE WEST LINE OF SEAGRAVE LANE, TO THE SOUTH LINE OF PRAIRIE'S EDGE PLAT;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE PLAT BEING THE ARC OF A CURVE BEARING TO THE RIGHT 47.12 FEET, WITH A RADIUS OF 30.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 46°31'38" WEST, 42.43 FEET;
THENCE ALONG THE SOUTH LINE OF PRAIRIE'S EDGE PLAT NORTH 01°28'22" WEST, 66.00 FEET, TO THE EAST LINE OF WISCONSIN STREET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET SOUTH 43°31'38" WEST, 78.00 FEET;
THENCE ALONG THE EAST LINE OF WISCONSIN STREET BEING THE ARC OF A CURVE BEARING TO THE RIGHT 233.31 FEET, WITH A RADIUS OF 181.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 80°04'11" WEST, 217.28 FEET;
THENCE ALONG THE SOUTH LINE OF WISCONSIN STREET NORTH 63°24'15" WEST, 180.63 FEET;
THENCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT 11.04 FEET, WITH A RADIUS OF 11.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 87°53'37" WEST, 11.22 FEET, TO THE EAST LINE OF COUNTY HIGHWAY C;
THENCE ALONG SAID EAST LINE OF COUNTY HIGHWAY C SOUTH 07°37'00" WEST, 284.41 FEET;
THENCE SOUTH 22°13'46" EAST, 303.15 FEET;
THENCE NORTH 89°31'23" EAST, 99.00 FEET;
THENCE NORTH 00°28'37" EAST, 147.48 FEET;
THENCE SOUTH 89°31'23" EAST, 415.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 319,486 SQUARE FEET OR 11.7000 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HENGEL, PLS 2355

WISCONSIN — J. SCOTT HENGEL — 2355 — PLYMOUTH, WI — LAND SURVEYOR

OWNER'S CERTIFICATE

BLACK CAP HALETON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALETON, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALETON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Anthony D. Pitsch, Manager, ON THIS 13th DAY OF Thursday, 2023.

BLACK CAP HALETON, LLC

STATE OF WISCONSIN
OZAUKEE COUNTY } SS

PERSONALLY CAME BEFORE ME THIS 13th DAY OF January 2023, Anthony D. Pitsch TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID CLAIM.

NOTARY PUBLIC, STATE OF WISCONSIN — EXPIRES: 7/15/2025

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 1st DAY OF August, 2023.

THEODORE MUTTER IV, MAYOR, CITY OF PORT WASHINGTON

CITY TREASURER'S CERTIFICATE

I, JENNIFER CLARK, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 13 DAY OF January 2023 AFFECTING ANY OF THE LANDS INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

1/13/2023
DATE

JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 10 DAY OF January 2023 AFFECTING THE LAND INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE CENTER PHASE.

1-10-2023
DATE

JOSHUA MORRISON, COUNTY TREASURER

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 11, 2022

Department of Administration

QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND, WI. 53095
262-346-7800 www.quamengineering.com
PROJECT # BC-20-202 Date: 8/23/21

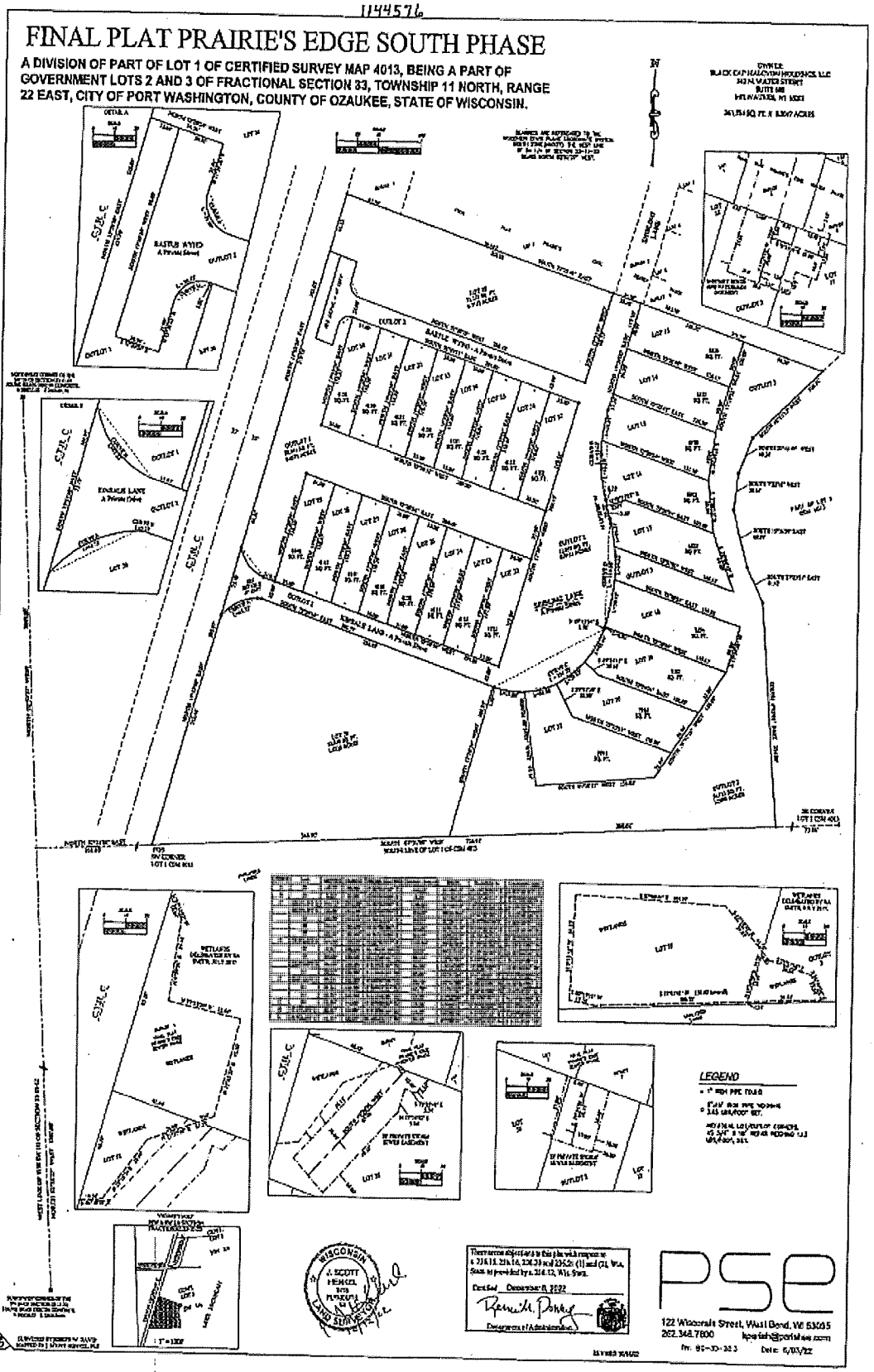
REVISION 1 JUNE 15, 2022

EXHIBIT D-3 FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE

1144576

FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE

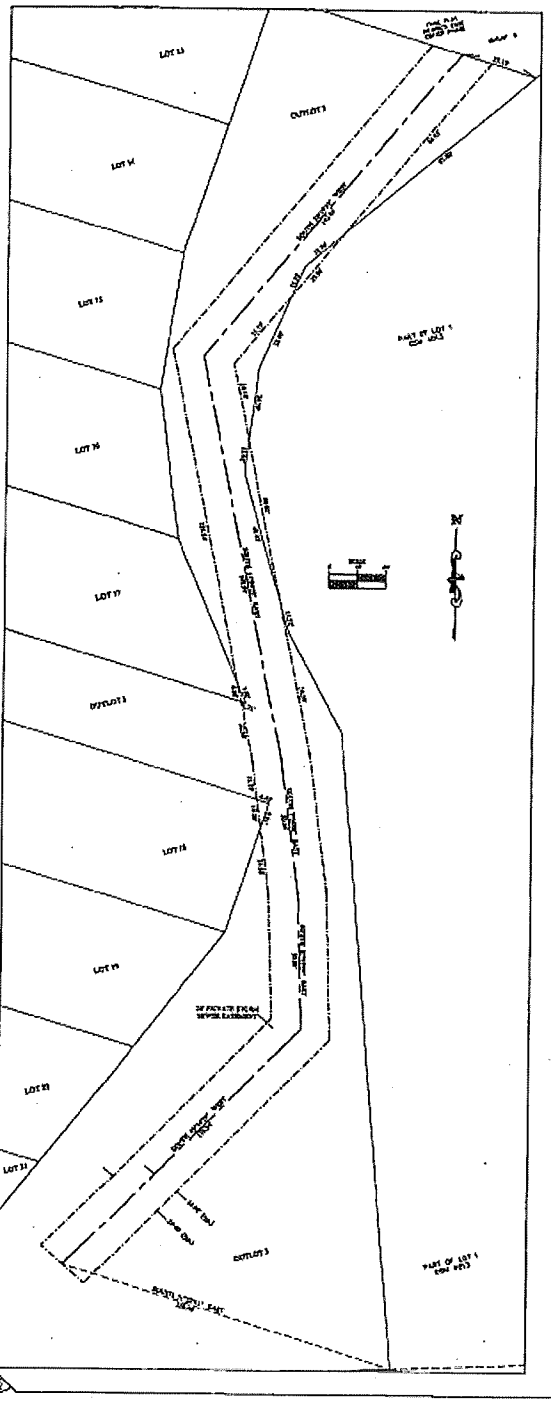
A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



1151556

FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE

A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



SURVEYOR'S CERTIFICATE

I, J. SCOTT HEMKE, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, BLACK CAP HALCYON, LLC:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 4013, RECORDED AS DOCUMENT NO. 1539984, BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF FRACTIONAL SECTION 33, TOWNSHIP 11 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33;
THENCE NORTH 00°13'53" WEST, 1311.83 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;
THENCE NORTH 89°11'30" EAST, 50.48 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 4013 AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 13°12'40" EAST, 393.47 FEET, ALONG THE EAST LINE OF COUNTY TRUNK HIGHWAY C;
THENCE NORTH 13°12'40" EAST, 253.03 FEET, ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF FINAL PLAT PRAIRIE'S EDGE CENTER PHASE;
THENCE SOUTH 77°51'06" EAST, 185.16 FEET, ALONG THE SOUTH LINE OF SAID PRAIRIE'S EDGE CENTER PHASE TO THE SOUTHEAST CORNER OF SAID CENTER PHASE;
THENCE SOUTH 48°02'07" WEST, 164.36 FEET;
THENCE SOUTH 23°15'49" WEST, 48.34 FEET;
THENCE SOUTH 07°28'08" WEST, 50.41 FEET;
THENCE SOUTH 13°12'52" EAST, 65.99 FEET;
THENCE SOUTH 37°53'21" EAST, 41.41 FEET;
THENCE SOUTH 89°11'30" EAST, 214.66 FEET, TO THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP 4013;
THENCE SOUTH 89°11'30" WEST, 758.94 FEET, ALONG SAID SOUTH LINE OF LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 80,731 SQUARE FEET OR 1.8533 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF PORT WASHINGTON SUBDIVISION ORDINANCE.

J. SCOTT HEMKE, REGISTERED LAND SURVEYOR, STATE OF WISCONSIN — J. SCOTT HEMKE, S-1989, PLYMOUTH, WI, LAND SURVEYOR

RONALD A. VOLKT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
RECORDED ON
12/22/2022 11:11 AM.

OWNER'S CERTIFICATE

BLACK CAP HALCYON, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

BLACK CAP HALCYON, LLC DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE CITY OF PORT WASHINGTON
WISCONSIN DEPARTMENT OF ADMINISTRATION

IN WITNESS THEREOF, BLACK CAP HALCYON, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY
Anthony D. Bruce, ITS MANAGER, ON THIS 20 DAY OF December, 2022.

BLACK CAP HALCYON, LLC

STATE OF WISCONSIN
Ozaukee COUNTY

PERSONALLY CAME BEFORE ME THIS 20th DAY OF December, 2022, Anthony D. Bruce, TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN — MY COMMISSION EXPIRES 7-15-2025

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS PLAT OF FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE IN THE CITY OF PORT WASHINGTON IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS 19th DAY OF December, 2022.

THEODORE KETTEKE IV, MAYOR, CITY OF PORT WASHINGTON

CITY TREASURER'S CERTIFICATE

I, Jennifer Clark, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF PORT WASHINGTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 21 DAY OF December, 2022 ON ANY OF THE LANDS INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE.

12/21/22
DATE

Jennifer Clark
JENNIFER CLARK, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

Sandra Trilling

I, SANDRA TRILLING, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS 22nd DAY OF December, 2022 AFFECTING THE LAND INCLUDED IN THE FINAL PLAT PRAIRIE'S EDGE SOUTH PHASE.

12.22.2022
DATE

Sandra Trilling
SANDRA TRILLING, COUNTY TREASURER

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified December 8, 2022

Department of Administration

PSE

122 Wisconsin Street, West Bend, WI 53095
262.346.7800 kparish@parishpse.com

FN 80-32-30.3 Date 8/03/22