

DOCUMENT NO.	Centennial Fields Village of Johnson Creek Declaration of Restrictions and Covenants DOCUMENT TITLE
LEGAL DESCRIPTION OF CENTENNIAL FIELDS SUBDIVISION Lots 1 through 67, inclusive, together with an undivided 1/67 interest in Outlots 1, 2 and 3 in Centennial Fields Subdivision, Being all of Lot 2 of C.S.M. No. 6599 and Lot 4 of C.S.M. No. 6600, located in the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ and a part of Government Lot 3, all in Section 12, Township 7 North, Range 14 East, Village of Johnson Creek, Jefferson County, Wisconsin.	
THIS SPACE FOR RECORDING DATA	
RETURN TO: PRAIRIE CREEK RIDGE LLC 11600 W. Lincoln Avenue West Allis, WI 53227	
PARCEL IDENTIFICATION NUMBER	

Centennial Fields
Village of Johnson Creek, Jefferson County,
Wisconsin
August 11, 2026

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, PRAIRIE CREEK RIDGE LLC with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Centennial Fields, Village of Johnson Creek, Jefferson County, Wisconsin.

WHEREAS, PRAIRIE CREEK RIDGE LLC intending to establish a general plan for the use, occupancy and enjoyment of Centennial Fields, consisting of sixty-seven (67) single family residential Lots and three (3) Outlots, as shown on the final Subdivision Plat recorded in the office of the Jefferson County Register of Deeds, hereinafter referred to as "Subdivision", desires to subject all the Lots and Outlots within the Subdivision, each Lot and Outlot of the same hereinafter referred to as a "Lot" and "Outlot," respectively, to certain restrictions and covenants contained in this document, hereinafter referred to as "Declaration";

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing, owning or in any way taking possession of any Lot in the Subdivision, Lots 1 through 67, inclusive, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To provide for high-quality improvement of the Subdivision as single family home sites in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- a. ensuring the best use and most appropriate development and improvement of each building site,;
- b. protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- c. guarding against the construction of poorly designed or proportioned structures;
- d. achieving harmonious use of material and color schemes;
- e. encouraging attractive homes with appropriate locations on each Lot;
- f. maintaining proper setbacks from streets and adequate free spaces between structures;
- g. ensuring that the Subdivision public streets remain free of debris and refuse during initial home construction and thereafter; and
- h. to provide proper stormwater management and control throughout the subdivision.

2. ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all applicable Village of Johnson Creek, Jefferson County, State of Wisconsin and United States ordinances, zoning requirements, general laws, building codes and other regulations as if they were fully set forth herein. The provisions of the approved and recorded Developer's Agreement and Stormwater Management Agreement for Centennial Fields Subdivision, as applicable, shall also be complied with by all Lot Owners. All Lot Owners shall comply with all applicable laws concerning Lot improvements and usage.

3. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot may only contain a single-family residence, an accessory buildings/structure, such as a detached garage or shed, an in-ground swimming pool and other similar improvements. Such accessory building/structure shall meet the Village of Johnson Creek Building Code requirements. No structures and accessory buildings/structures shall be constructed on a Lot without the advance approval of the **Centennial Fields** Architectural Control Committee ("ACC") (see Section 5, herein). Swimming pools, pool heaters, filters, etc. must comply with Chapter 15 of the Village of Johnson Creek Municipal Code "Private Swimming Pools" and any future amendments, revisions, modifications or additions to the same and the requirements included therein.
- No primary structure shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling ("Home") designed for (and limited to) occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. Detached structures are permitted pursuant to Section 3(c) below.
- Grading of Lots in the Subdivision must be completed in substantial compliance with the master grading plan on file with the Village of Johnson Creek Building Inspection Department. Deviations from the master grading plan must be approved by the ACC and by the Village Board, subject to Village of Johnson Creek Engineering review.

- Any Home previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon prior approval of such change(s) by the ACC and the Village of Johnson Creek Building Inspector. In the event of catastrophic loss, permission is hereby granted to rebuild the Home in accordance with the original approved plans, without the need for obtaining approval of the ACC.
- b. **Attached Garage Required.** Each Home shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred (400) square feet. The exterior surfaces of the garage shall be consistent and harmonious with the exterior materials placed upon the main body of the Home.
 - c. **Detached Buildings and Pools are Permitted.** One detached accessory building is permitted with the prior approval of the ACC and the Village of Johnson Creek Building Inspector. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Pools are permitted, subject to the Owners Association ACC approval. In ground pools are preferred.
 - d. **Fencing.** Fencing of Lots is permitted but subject to the Subdivision By-Laws, approval of the Subdivision ACC and the Village of Johnson Creek.
 - e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor signs posted during the term of Home construction. Permitted signs shall not exceed eight (8) square feet in size. **PRAIRIE CREEK RIDGE LLC** may, however, erect one or more temporary development signs promoting the Subdivision that do not exceed thirty-two (32) square feet in area until **PRAIRIE CREEK RIDGE LLC** no longer owns any Lots in the subdivision.
 - f. **Home Design.** Each Home shall be designed by a professional home designer or architect experienced in home design and the exterior design of the Home shall be subject to ACC approval. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg or Colonial styles. Roof pitches shall have a minimum of 6/12 pitch or greater unless architecturally not feasible. The roof pitch of a garage or shed must conform to that of the Home.
 - g. **Minimum Building Living Area.** The minimum floor area of each Home shall be measured along the exterior walls of the Home, not including the garage, and shall be no less than the following schedule:

One Story Dwelling	1,300 square feet
One and One-Half Story Dwelling	1,700 square feet total with 1,000 square feet on the first floor
Two Story Dwelling	1,700 square feet total with 850 square feet on the first floor

Tri-Level Story Dwelling

1,800 square feet total
with 1,200 square feet on
the two main living floors

Note: Other Village of Johnson Creek Building and Zoning Code restrictions may apply that may be more restrictive.

- h. **Bathrooms.** Each dwelling shall contain a minimum of one and a half (1 ½) baths.
- i. **Exterior Building Materials.** The owner of each home is encouraged to use exterior building materials consisting of natural materials (brick, stone, wood), wood grain aluminum, or vinyl siding. Use of other materials is subject to approval of the ACC. All roofing materials shall be dimensional grade shingles.
- j. **Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be twenty-five (25) feet. The minimum side yard setback shall be ten (10) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the twenty-five (25) foot setback is required from each street. Each dwelling shall have a minimum rear yard of thirty (30) feet. Exceptions to setbacks will require approval from the Village of Johnson Creek and the ACC.
- k. **Utilities.** Electric, gas, telephone and cable television services shall be provided to each home by the installation of underground lines.
- l. **Outside Storage/Antennae/Window Air Conditioners.**
 - Outside storage of boats, recreational vehicles or other vehicles or equipment, requires a hard surface area of similar construction as the driveway. This area may not be located any nearer to the front Lot line than the front edge of the garage. Stored vehicles or boats must be in good working condition. No outside storage is permitted of any non-working boat or vehicle. Said boats or vehicles must be stored in a manner that does not create an eyesore. Stored vehicles shall be shielded from view by use of decorative fencing or landscaping as determined and approved by the ACC.
 - No exterior antennae are permitted except satellite dishes no greater than fifteen inches (15") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house or in the front yard.
 - No window air conditioning units of any type are permitted.
- m. **Nuisances.** No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, recycling and other waste shall be kept in sanitary containers and stored in the attached garage.
- n. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Johnson Creek Building Inspector.

4. ANIMALS, LIVESTOCK, POULTRY. No animals, livestock or poultry shall be raised, bred or kept in a residence or outside on any Lot for any commercial purpose. No more than a total of two (2) domestic animals or other customary household pets are allowed to be kept outdoors on any Lot at any given time. Any outdoor animal kennel must be approved, in advance, by the ACC as to location, size and design and must meet Village of Johnson Creek requirements.

5. OWNERS ASSOCIATION.

- a. Owners Association to be Created.** **PRAIRIE CREEK RIDGE LLC** shall create a non-profit corporation to be known as the **CENTENNIAL FIELDS OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".
- b. Purpose.**
- To maintain commonly owned lands including, but not limited to, all drainage easements, stormwater ponds, Outlots, and entrance landscaping together with any other commonly owned amenity that may be provided by **PRAIRIE CREEK RIDGE LLC** or the Association, and that may exist from time to time, including, but not limited to the Public Access Path located on Subdivision Property and identified in the recorded "Public Access Easement Agreement."
 - To maintain the stormwater features, including, but not limited to, any stormwater pond(s) or features located in the Subdivision, including the Outlots;
 - To assess the pro rata share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
 - The Owners association shall have an Architectural Control Committee (ACC), to be appointed by managed by the Board of Directors, to review and approve plans and specifications of all improvements on a Lot and govern the land use, development and construction of the Homes and other improvements in the Subdivision. **PRAIRIE CREEK RIDGE LLC** shall appoint the ACC members until it relinquishes control of the Board of Directors as provided herein.
- c. Membership.** Each Lot Owner, whether one (1) or more, shall be a member of the Association, however, each Lot shall only represent one (1) vote in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.
- d. Directors and Officers of the Association.** The Board of Directors shall consist of three people. The initial Board of Directors shall be appointed by **PRAIRIE CREEK RIDGE LLC**, in its sole discretion, to serve for terms determined by Prairie Creek Ridge, in its sole discretion. After the sale of the final subdivision Lot owned by **PRAIRIE CREEK RIDGE LLC**, unless **Prairie Creek Ridge LLC** relinquishes control sooner, the Association shall elect the Board of Directors at a Special or Annual Meeting of the Association who must be members of the Association. The Board of Directors shall appoint, by majority vote, the Association officers. Once control of Board of Director elections vests in the Lot Owners, the Boad of Directors may be expanded to include up to 5 members upon a majority vote of the Association Lot Owners.
- e. Annual and Special Meetings.** A meeting of the Association members must be held annually at a date, time and location to be determined by the Board of Directors. Reasonable notice of such meetings must be provided to the Members and may be delivered by US Mail, personal delivery or electronic mail or similar electronic delivery.

The purpose of the meeting will be to cover various issues affecting the members including, but not limited to, the annual budget, Subdivision improvements, election of new Directors and other business deemed necessary by the Board.

The initial annual meeting shall be held within sixty (60) days after **PRAIRIE CREEK RIDGE LLC** has sold the last Lot in the Subdivision, or at such earlier time as determined by **PRAIRIE CREEK RIDGE LLC**. A special meeting may be called by a majority of the Board or be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty- eight (48) hours prior to convention. The notice requirements for any Association or Board of Director meetings shall be set forth in the Association By-Laws.

f. Operating Budget and General Annual Assessment.

- Commencing with calendar year 2027 and for each subsequent year thereafter, the Board of Directors shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget shall be posted in a conspicuous area within the Subdivision or delivered to each Lot Owner, at the sole discretion of the Board.
- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of paying the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of Outlot real estate taxes, maintenance, repair, replacement and additions to the commonly owned improvements and property, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the annual general annual assessment shall be determined in the month of December in the prior calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

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

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

- i. **Certificates.** The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Board may impose a reasonable charge for each such certificate requested and issued.
- j. **Duties and Authority.** The Board of Directors ("Board") shall be responsible for the governance, management and operations of the Association, including, but not limited to, enforcing the terms and conditions of the Subdivision Declaration of Restrictions and Covenants. The Board is also responsible for collecting dues and assessments and managing and accounting for association funds and expenses. The Board shall have the authority to grant easements as deemed necessary or appropriate by the Board, in its sole discretion. The Board may enter into agreements with the Village of Johnson Creek as deemed necessary or appropriate by the Board, in its sole discretion.

6. ARCHITECTURAL CONTROL COMMITTEE (ACC). PRAIRIE CREEK RIDGE LLC will initially form an Architectural Control Committee consisting of three (3) persons appointed by **PRAIRIE CREEK RIDGE LLC** hereinafter referred to as "ACC". The ACC shall be considered to be a subcommittee of the Board of Directors.

- a. **Procedures.** The ACC's consent, approval or disapproval of plans and specifications for any improvement on a Lot, as provided herein, shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of this Declaration requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.
- b. **Responsibility and Purpose.** In order to achieve the purposes, set forth in Paragraph 1 above, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, Homes, other buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the approved site grading plan and/or recorded drainage easements and will require the approval of the Village of Johnson Creek Engineering Department). The ACC shall have the right to reject any such proposed improvement on or alteration to any Lot, which in its conclusive judgment, is not in conformity with this Declaration or is not desirable for aesthetic or other detrimental reasons. In approving or disapproving plans and specifications for such improvements, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the improvement with surroundings Lots.
- c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from this Declaration in cases of hardship or reasonable cause, provided the Village of Johnson Creek Building and Zoning Codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.
- d. **PRAIRIE CREEK RIDGE LLC Control of ACC.** So long as **PRAIRIE CREEK RIDGE LLC**, its successors or assigns, shall own any Lot in CENTENNIAL FIELDS, the authority, responsibility and functions of the ACC shall be vested in and exercised

solely by **PRAIRIE CREEK RIDGE LLC**, its successors or assigns, acting through its Board of Directors. When **PRAIRIE CREEK RIDGE LLC**, its successors or assigns has transferred ownership in all the Lots, the ACC shall then be transferred to the members of the Association elected under the provisions of Paragraph 5.d. above.

The Developer may elect to transfer control of the ACC at a date earlier than that set forth herein, in Developer's sole discretion.

e. Landscaping and Grading Requirements.

- **Landscaping and Erosion Control.** Final grading shall be in conformance with Subdivision's master grading plan and establishment of a finished lawn must be completed within six (6) months of completion of the residence, except as provided for in the Developer's Agreement with the Village. All other landscaping must be completed within one (1) year of Completion. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least two (2") caliper upon regular Lot, and three (3) to four (4) street trees on corner Lots. The trees shall be a species approved by the Village and located outside of the Village right-of-way and within five (5) feet of the front property line as per stipulations in Village Ordinance 245-77. For occupancy permits issued between January 1st and October 15th, street tree plantings shall occur within that calendar year. For occupancy permits issued between October 16th and December 31st, street tree plantings shall occur within the next calendar year. (c) grass cover established over the balance of the Lot; Thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: It is the responsibility of each Lot Owner to install grass on Village right-of-way areas within the same timetable as the on-lot lawn. A landscaping bond may be required.
- **Uniform Mailbox Required.** In order to maintain continuity within the subdivision the initial buyer of each Lot shall pay Developer at the time of the Lot closing a mailbox fee of \$350, which shall be used for mailboxes or such other common area improvement as deemed appropriate by the Developer, **PRAIRIE CREEK RIDGE LLC**, in its sole discretion, Lot Owners shall install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the Village of Johnson Creek. Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners. If replacement is needed, a similar mailbox in appearance and color shall be obtained by the Lot Owner.
- **Stormwater Maintenance; No filling of stormwater facilities allowed.**
The individual Lot Owners are responsible for the basic maintenance of the drainage easement areas located on their specific Lot (mowing grass and removing debris). During the grading and landscaping of each Lot in the Subdivision, no part of an Outlot, drainage easement or stormwater management facility that is delineated on the recorded subdivision plat or grading plan, or such other facilities that serve the Subdivision, shall be filled or altered in any way without the approval of all necessary governing bodies including the Association Board and the Village of Johnson Creek. Maintenance of the stormwater facilities is the responsibility of the Owners Association, including, but not limited to, Outlot Maintenance. Outlots 1 through 3 contain drainage easements and will remain as open space. All Lots and Outlots are subject to a recorded Stormwater Maintenance Agreement entered with the Village of Johnson Creek.

- **Improvements may require permits.** Site improvements of any type that are placed upon or maintained within the public street or highway rights-of-way (walks, driveways, etc.) may require a permit from the Village of Johnson Creek and/or the State of Wisconsin, as may be applicable, which shall be obtained before construction of the improvement is commenced.
- **Grading.** Each Lot owner must strictly adhere to, and finish grade its Lot in accordance with the grading plan, or any amendment thereto, approved by the Village Board and Village Engineer, on file in the office of the Village Clerk for the Village of Johnson Creek. **PRAIRIE CREEK RIDGE LLC** and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same.
- **Restoration.** Each Lot Owner, during and after construction of a residence, any related structure, fence, or other improvement, including landscaping: shall promptly restore, at their expense, any disturbed drainage easements or features; any utility service easements; stormwater management features or easements; any common areas; and any other disturbed easements or Outlots to their original or approved condition. Restoration may require re-grading by the Lot Owner in strict accordance with the approved Master Grading Plan and establishing a healthy stand of grass or turf over all disturbed soil.

7. STREET MAINTENANCE AND EROSION CONTROL BOND.

- Deposit.** Upon approval of Home plans and specifications by the ACC, each Lot Owner will be required to deposit in escrow with **PRAIRIE CREEK RIDGE LLC** the sum of one thousand five hundred dollars (\$1,500.00) to guarantee Lot Owner completion of the finish landscaping, driveway, planting trees within one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, streets within the Subdivision clear of any type of mud, dirt, material or other debris, especially during landscaping of a Lot. Also, it is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate its agents or contractors in this regard will cause **PRAIRIE CREEK RIDGE LLC** to perform the work to clear and clean the street and/or install appropriate erosion controls as required and to charge the cost of the work to the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner completes the finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to pay for the cost erosion control installation or roadway clean-up by **PRAIRIE CREEK RIDGE LLC**. **Effective January 2007, the Village retains seventy-five (\$75.00) of the bonds to cover administrative fees. The Village reserves the right to increase this fee at their discretion.**
- Excess Costs.** In the event **PRAIRIE CREEK RIDGE LLC** is required to perform street cleaning operations or install additional erosion controls in which the costs exceed the Lot Owner's deposited amount under this Section, **PRAIRIE CREEK RIDGE LLC** will assess the respective Lot for the additional costs. Failure of the Lot Owner to reimburse **PRAIRIE CREEK RIDGE LLC** for any such additional costs within ten (10) days of being billed, will give **PRAIRIE CREEK RIDGE LLC** the right to file and foreclose a mechanic's lien upon the Owner's Lot. **PRAIRIE CREEK RIDGE LLC** shall be reimbursed the actual cost of performing the work under this section plus a management fee equal to twenty-five percent (25%) of the actual cost.

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

8. SUBDIVISION UTILITY, DRAINAGE EASEMENTS.

- a. **PRAIRIE CREEK RIDGE LLC** reserves to itself the right to record utility and drainage easements as necessary to properly provide service to all Lots in Centennial Fields Subdivision.
- b. Each Lot Owner is responsible for maintenance of the drainage swales and grassed areas within easements on the Owner's Lot. Drainage swales must be maintained as constructed, without filling or grading, in a grassy condition [to prevent erosion] and kept clear of any and all debris, whether placed there by the Owner or not.

9. AMENDMENT.

- a. **PRAIRIE CREEK RIDGE LLC Amendment Rights.** Any of the restrictions, covenants or other provisions contained in this Declaration may be annulled, waived, changed, modified or amended at any time by a written document, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, by **PRAIRIE CREEK RIDGE LLC**, in its sole discretion, or its successors or assigns, until such time as **PRAIRIE CREEK RIDGE LLC** or its successors or assigns, no longer own any Lot in the Subdivision or additions. **These rights are subordinate to the provisions of the Developer's Agreement with the Village of Johnson Creek.**
- b. **Homeowner Amendment Rights.** When **PRAIRIE CREEK RIDGE LLC** or its successors or assigns no longer retain interest in the Subdivision, the Owners of at least sixty-five percent (65%) of the Lots may amend this Declaration as permitted in Section 9.a. of this Declaration.
- c. **Effective Date.** The effective date of any such annulment, waiver, change or amendment shall be as of the date of recording of such document at the office of the Jefferson County Register of Deeds.

10. GENERAL PROVISIONS.

- a. **Initial Term and Extensions.** This Declaration shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision has been duly recorded terminating or amending this Declaration in whole or in part.
- b. **Period For Protesting Violations.** Any violation of this Declaration which shall exist

for a period of one (1) year or more and known to the Association without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

c. Enforcement of Declaration: No Reversion of Title.

- The Association or, until formation of the Association, **PRAIRIE CREEK RIDGE LLC** shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner proved to be in violation of any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Board, Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Board, Association or ACC to take any action requested by a Lot Owner.
 - Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Board, Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Board, Association or ACC.
 - Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.
- d. Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- e. Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

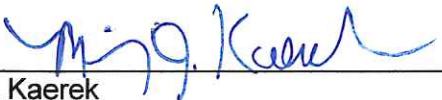
PRAIRIE CREEK RIDGE LLC, its successors and assigns and all parties hereafter having an interest in the Subdivision are subject to all rules, codes, regulations and ordinances of the Village of Johnson Creek, Jefferson county, the State of Wisconsin and the United States government, and the same may be more restrictive than this Declaration (or, in some cases, less restrictive). In the event that there is a conflict between the requirements of this Declaration and any applicable provision of a Village, County, State or Federal law or regulation, the more restrictive provision shall govern and apply.

- f. ACC Approval.** Prior to any permit submittal to the Village of Johnson Creek, said applicant shall first obtain approval of the ACC as set forth in the applicable provisions of this Declaration or the Association By-Laws.

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

IN WITNESS WHEREOF, **PRAIRIE CREEK RIDGE LLC** has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this 11 day of August, 2026.

PRAIRIE CREEK RIDGE LLC



Michael J. Kaerek
Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 11 day of August, 2026 Michael J. Kaerek, Member of **PRAIRIE CREEK RIDGE LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **PRAIRIE CREEK RIDGE LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **PRAIRIE CREEK RIDGE LLC** by its authority.



Notary Public Juliet Ciardo
Milwaukee County, Wisconsin
My Commission Expires: May 16, 2029



Return to:
PRAIRIE CREEK RIDGE LLC
11600 W. Lincoln Avenue
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