DOCUMENT NO.

Prairie Creek Ridge
City of Oconomowoc
Declaration of Restrictions and Covenants
DOCUMENT TITLE

4109401

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 10, 2014 10:02 AM
James R Behrend
Register of Deeds
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Book Page -

THIS SPACE FOR RECORDING DATA

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

OCOC 0537995007
PARCEL IDENTIFICATION NUMBER

10/13

LEGAL DESCRIPTION OF PRAIRIE CREEK RIDGE SUBDIVISION

LEGAL DESCRIPTION

Prairie Creek Ridge Exterior Boundary

Part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 27; thence South 89°35'15" East, along the South line of said Northwest 1/4 Section 2616.59 feet to the Southwest corner of the Northeast 1/4 of said Section 27 and the point of beginning of the lands hereinafter described; thence North 00°12'44" East along the West line of the Northeast 1/4 of said Section 267.05 feet to a point; thence North 52°43'04" West 167.44 feet to a point; thence North 70°14'49" East 440.83 feet to a point; thence North 51°40'11" West 593.34 feet to a point; thence North 06° 10'41" West, 49.21 feet to a point; thence North 05°50'20" West 142.38 feet to a point; thence North 77°28'46" East 169.29 feet to a point; thence North [illegible]5'23" West 87.98 feet to a point; thence South 79°54'58" [illegible]330.24 feet to a point; thence North 52°24'06" West 212.94 feet to a point; thence North 10°16'09" East 163.56 feet to a point; thence South 75°52'25" East 112.39 feet to a point; thence North 24°53'25" East 188.49 feet to a point; thence North 00°28'47" East 25.79 feet to a point; thence South 89°31'14" East 1943.83 feet to a point; thence South 00°28'46" West 1586.28 feet to a point on the South line of said Northeast 1/4 of Section 27; thence North 89°43'55" West along said South line 1030.43 feet to a point; thence North 00°15'49" East 50.00 feet to a point on the North line of Lake Drive (C.T.H. "Z"); thence North 89°43'55" West along said North line 400.00 feet to a point; thence South 00°15'49" West 50.00 feet to a point on said South line; thence North 89°43'55" West along said South line 150.00 feet to the point of beginning. Containing 2,724,819 square feet or 62.5532 acres of land.

Prairie Creek Ridge

City of Oconomowoc, Waukesha County, Wisconsin

November 3, 2014

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, PRAIRIE CREEK RIDGE, LLC with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Prairie Creek Ridge, City of Oconomowoc, Waukesha County, Wisconsin.

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

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

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

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

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

2. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot shall only be used for construction of a single-family residence with approved [**PRAIRIE CREEK RIDGE, LLC** Architectural Control Committee (ACC), see section 6)] accessory buildings/structures, such as attached garages, swimming pools and similar improvements. Such accessory buildings/structures must also meet City of Oconomowoc code requirements. Swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the City of Oconomowoc wiring codes.
- No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the

determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as per 3(c) following.

- Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Oconomowoc. Deviations from the grading plan must be approved by the ACC and City of Oconomowoc Engineer. The City of Oconomowoc Engineer will only approve deviations based on grading plans encompassing the general area, not just one Lot.
- Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

b. **Attached Garage Required.** Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred fifty (450) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

c. **Detached Structures Permitted.** Detached buildings are permitted with the approval of the ACC and the City of Oconomowoc. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.

d. **Fencing.** Residential fences are permitted with limitations and upon the issuance of a building permit, in the side and rear yards of residential districts. If the fence is located in a side yard or a rear yard and is placed on the property line or within ten (10) feet of a property line, the fence shall not exceed a height of four (4) feet. If the fence is located in the rear yard and is further than ten (10) feet from the property line, the fence shall not exceed six (6) feet in height. All residential fences shall have a minimum opacity of sixty-six percent (66%). No fence shall be located closer than two (2) feet to any alley right-of-way line. Fence must be approved by the ACC prior to installation and must comply with the City of Oconomowoc codes. No permanent fencing shall be installed in front yard with exception of landscape-type fencing such as ornamental and split-rail. Front yard fencing shall be two-sided corner fencing only – not to exceed a maximum of three (3) feet in height and twelve (12) feet in length with either corner direction.

e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. **PRAIRIE CREEK RIDGE, LLC** may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other City of Oconomowoc requirements, until **PRAIRIE CREEK RIDGE, LLC** no longer owns any Lots in the subdivision.

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

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

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

Note: Other City of Oconomowoc zoning restrictions may apply.

g. **Bathrooms.** Each dwelling shall contain a minimum of two (2) baths.

h. **Exterior Building Materials.** The exterior building materials of each home must consist of materials (brick, stone, wood), wood grain aluminum, or vinyl siding. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC. Front elevation shall have a minimum of fifteen percent (15%) stone or brick masonry.

i. **Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be twenty-five (25) feet. The minimum side yard setback shall be seven (7) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the twenty (20) foot setback is required from each street. Each dwelling shall have a minimum rear yard of twenty (20) feet. Exceptions to setbacks will require approval from the City of Oconomowoc and the ACC.

j. **Utilities.** Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.

k. **Outside Storage/Antennae/Window Air Conditioners.**

- No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.
- No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the

house in an area approved by the ACC, but not on the front facade of the house.

- No window air conditioning units of any type are permitted.

l. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

m. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City of Oconomowoc.

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

4. OWNERS ASSOCIATION.

a. **Owners Association to be Created.** **PRAIRIE CREEK RIDGE, LLC** shall create a non-profit corporation to be known as the **PRAIRIE CREEK RIDGE, LLC OWNERS ASSOCIATION, INC.,** hereinafter referred to as the "Association".

b. **Purpose.**

- To own and maintain common owned lands including all drainage easements, together with any other amenity that may be provided by **PRAIRIE CREEK RIDGE, LLC** or the Association, and that may exist from time to time;
- To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
- To act as the ACC upon termination of **PRAIRIE CREEK RIDGE, LLC** involvement in the subdivision.

c. **Membership.** Each Lot Owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by **PRAIRIE CREEK RIDGE, LLC.** The Board of Directors shall name the Association officers. **PRAIRIE CREEK RIDGE, LLC** shall establish this Board prior to the sale of twelve (12) Lots in the Subdivision. Until the sale of the final Lot, the initial term of the Members of this Board will be at the discretion of **PRAIRIE CREEK RIDGE, LLC,** its successors or assigns. At the first annual meeting after the sale of the final **PRAIRIE CREEK RIDGE, LLC** owned Lot, the Association shall hold elections for the Board of Directors.

e. **Annual and Special Meetings.** An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within sixty (60) days of the **PRAIRIE CREEK RIDGE, LLC** establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.

f. **Operating Budget and General Annual Assessment.**

- Commencing with calendar year 2015 and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each Lot Owner).
- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

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

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

i. **Certificates.** The Association shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Association may impose a reasonable charge for each such certificate requested and issued.

j. **Duties and Authority.** The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

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

a. **Procedures.** The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

b. **Responsibility and Purpose.** In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Oconomowoc Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.

c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the City of Oconomowoc building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

d. **PRAIRIE CREEK RIDGE, LLC Control of ACC.** So long as **PRAIRIE CREEK RIDGE, LLC**, its successors or assigns, shall own any Lot in PRAIRIE CREEK RIDGE, the authority and functions of the ACC shall be vested in and exercised

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

e. **Landscaping and Grading Requirements.**

- **Landscaping and Erosion Control.** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control. Note: It is the responsibility of each Lot Owner to install grass on city right-of-way areas within the same timetable as the on-Lot lawn.
- **Uniform Mailbox Required.** In order to maintain continuity within the subdivision, **mail/newspaper box and post must be purchased at Lot closing from Developer for a cost of $400.00.** The Developer or its assigned contractor shall install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the City of Oconomowoc. Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners.
- **No filling of stormwater facilities allowed.** As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot, outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the City of Oconomowoc.
- **Improvements may require permits.** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the City of Oconomowoc and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.

6. STREET MAINTENANCE AND EROSION CONTROL BOND.

a. **Deposit.** Upon approval of dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with **PRAIRIE CREEK RIDGE, LLC** the sum of five hundred dollars ($500.00) to guarantee sidewalks (if broken) and Lot Owner completion of finish landscape, driveway, and two (2) tree plantings within one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at

all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate his agents or contractors in this regard will cause **PRAIRIE CREEK RIDGE, LLC** to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by **PRAIRIE CREEK RIDGE, LLC.**

b. **Excess Costs.** In the event **PRAIRIE CREEK RIDGE, LLC** is required to perform street cleaning operations in which the costs exceed the Lot Owner's deposited amount under this Section 7, **PRAIRIE CREEK RIDGE, LLC** will assess the respective Lot Owner for the additional amount due and failure of the Lot Owner to pay **PRAIRIE CREEK RIDGE, LLC** for any such additional charge within ten (10) days of being billed, will give to **PRAIRIE CREEK RIDGE, LLC** the right to file and foreclose a mechanic's lien upon the Owner's Lot. **PRAIRIE CREEK RIDGE, LLC** charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with **PRAIRIE CREEK RIDGE, LLC** less any funds disbursed, shall be returned to the Lot Owner without any interest.

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

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

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

9. STORMWATER MANAGEMENT. The Owners of Lots in **Prairie Creek Ridge** and the Association shall collectively be responsible for maintenance of the stormwater management measures (the "Responsible Parties").

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

10. AMENDMENT.

a. **PRAIRIE CREEK RIDGE, LLC Amendment Rights.** Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns, until such time as **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns, shall no longer own any Lot in the subdivision or additions. These rights are subordinate to the provisions of the Developer's Agreement with the City.

b. **Homeowner Amendment Rights.** When **PRAIRIE CREEK RIDGE, LLC** or its successors or assigns no longer retain interest in the property, the Owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as allowed in Section 9.a. above.

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

11. GENERAL PROVISIONS.

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

b. **Period For Protesting Violations.** Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

c. **Enforcement of Declaration: No Reversion of Title.**

- The Association or, until formation of the Association, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement

thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.

- Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.

- Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

f. **ACC Approval.** Prior to any permit submittal to the City of Oconomowoc, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

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

IN WITNESS WHEREOF, PRAIRIE CREEK RIDGE, LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this 3rd day of November, 2014

PRAIRIE CREEK RIDGE, LLC

Michael J. Kaerek
Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 3 day of NOVEMBER, 2014, 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.

Jan Francki - Notary Public
Milwaukee County, Wisconsin
My Commission Expires 11-22-15

NOTARY PUBLIC
JAN FRANCKI
STATE OF WISCONSIN

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

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

Storm Water Management Practice Maintenance Agreement

4109402

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 10, 2014 10:02 AM
James R Behrend
Register of Deeds

11 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Prairie Creek Ridge, LLC , as "Titleholder(s)" of the property described below, in accordance with the City of Oconomowoc's Municipal Code Chapter 19 Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The Titleholder(s) further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement including as-built conditions.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by City of Oconomowoc for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Titleholder(s) showing design and construction details. The addendum may contain several additional exhibits, including certification by City of Oconomowoc of Storm Water Permit termination, as described below.

Titleholder(s)

Prairie Creek Ridge, LLC
11600 W Lincoln Avenue
West Allis, WI 53227

OCOC0537995007
Parcel Identification Number(s) – (PIN)

Through this Agreement, the Titleholder(s) hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Titleholder(s) shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by the Wisconsin Department of Natural Resources and by the City of Oconomowoc pursuant to the City's Municipal Code Chapter 19, Stormwater Management and Erosion Control Ordinance.
2. After Storm Water Permit termination under 1. the current Titleholder(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the City of Oconomowoc's Municipal Code Chapter 19 Storm Water Management and Erosion Control ordinance and the maintenance plan contained in Exhibit C.
3. The City of Oconomowoc, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by City of Oconomowoc or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by the City of Oconomowoc and specified in the notification, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Oconomowoc and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
4. Upon notification by the City of Oconomowoc of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Oconomowoc and specified in the notification.
5. If the Titleholder(s) does not complete an inspection under 3. above or required maintenance or repairs under 3 and 4 above within the specified time period, the City of Oconomowoc is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Oconomowoc, no notice shall be required prior to the City of Oconomowoc performing emergency maintenance or repairs. The City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. of subch. VI of ch. 66 Wis. Stats.

6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Titleholder(s) records this maintenance agreement and the addendum, the agreement and the addendum may be amended or modified by agreement between the City of Oconomowoc and the current Titleholder(s).

Dated this 7th day of November 2014

Titleholder(s):

Michael J. Kaerek Member

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 7th day of November, 2014, the above named Michael J. Kaerek to be known to be the person who executed the foregoing instrument and acknowledged the same.

Michael J. Bickler
Notary Public, Waukesha County, WI
My commission expires: 06-14-2017

NOTARY PUBLIC
MICHAEL J. BICKLER
STATE OF WISCONSIN

Dated this 7th day of November, 2014

This document was drafted by:
C/O Michael J. Bickler
Pinnacle Engineering Group
15850 W. Bluemound Road, Suite 210
Brookfield, WI 53005

Approved for recording: _____

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Plan. For a larger scale view of any exhibit in the referenced document, contact City of Oconomowoc Engineering office.

Project Identifier: Prairie Creek Ridge Acres: 63.0

Date of Recording: _____

Map Produced By: Chaput Land Surveys

Legal Description:

Being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 27, in Township 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the West 1/4 corner of said Section 27; thence South 89°35'15" East, along the South line of the Northwest 1/4 of said Section 2616.59 feet to the center of said Section 27 and point of beginning; thence North 00°12'44" East, along the East line of the Northwest 1/4 of said Section 267.05 feet to a point; thence North 52°43'04" West 167.44 feet to a point; thence North 70°14'49" East 440.83 feet to a point; thence North 51°40'11" West 593.34 feet to a point; thence North 06° 10'41" West, 49.21 feet to a point; thence North 05°50'20" West 142.38 feet to a point; thence North 77°28'46" East 169.29 feet to a point; thence North 24°35'23" West 87.98 feet to a point; thence South 79°54'58" West 330.24 feet to a point; thence North 52°24'06" West 212.94 feet to a point; thence North 10°16'09" East 163.56 feet to a point; thence South 75°52'25" East 112.39 feet to a point; thence North 24°53'25" East 188.49 feet to a point; thence North 00°28'47" East 25.80 feet to a point; thence South 89°31'13" East 1943.83 feet to a point; thence South 00°28'46" West 1586.28 feet to a point on the south line of the Northeast 1/4 of said Section 27; thence North 89°43'55" West, along said south line, 1580.43 feet to the point of beginning.

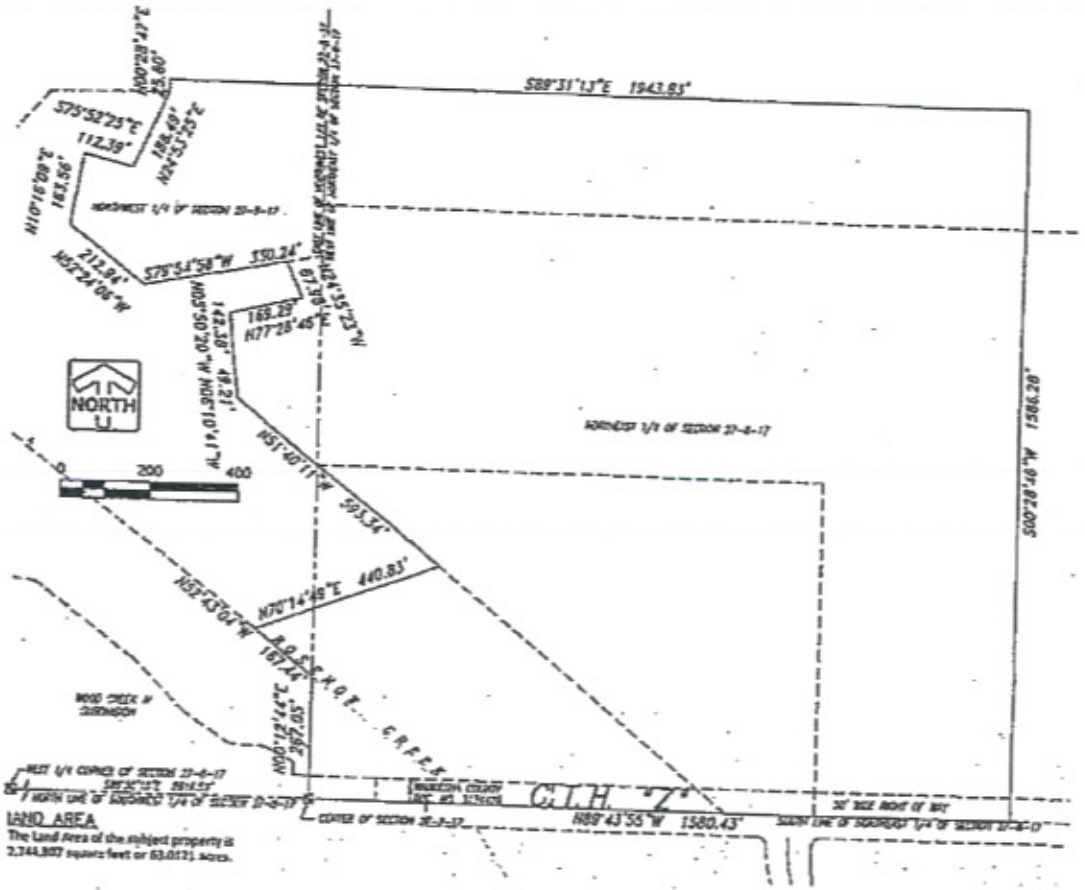


Exhibit B – Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include infiltration basins 1, 2 and 3 (including bioretention components) and infiltration swales and all associated pipes, earthen berms, rock chutes and other components of these practices.

Project Name:	Prairie Creek Ridge
Storm water Practices:	Infiltration basins 1, 2 and 3 (including bioretention components and infiltration swales
Location of Practices:	Basin 1 is located on the south side of the subdivision along Lake Drive
	Basin 2 is located in the center of the development.
	Basin 3 is located at the northwest corner of the property.
	The infiltration swale is located along the east and south property lines.

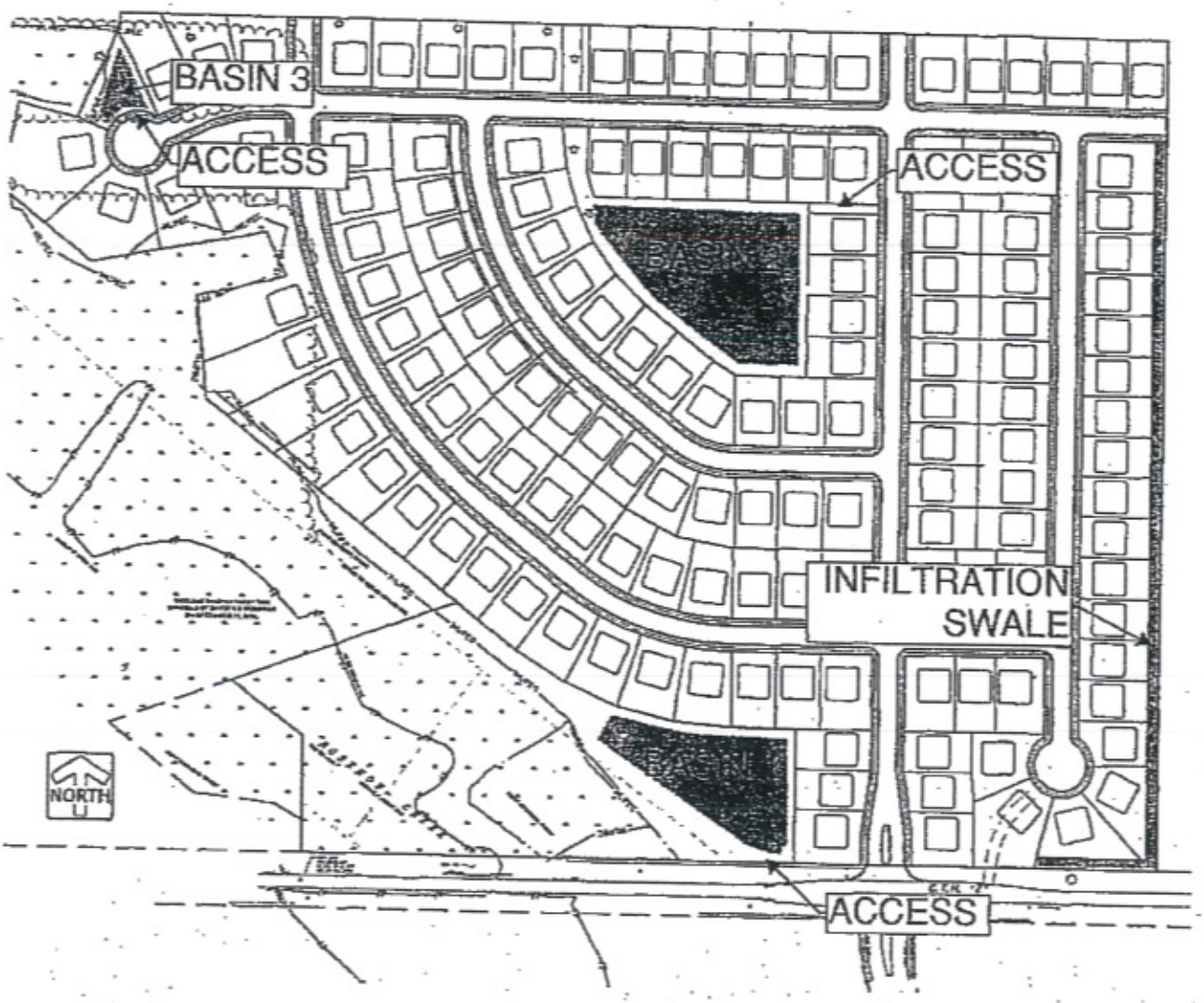


Exhibit B (continued)

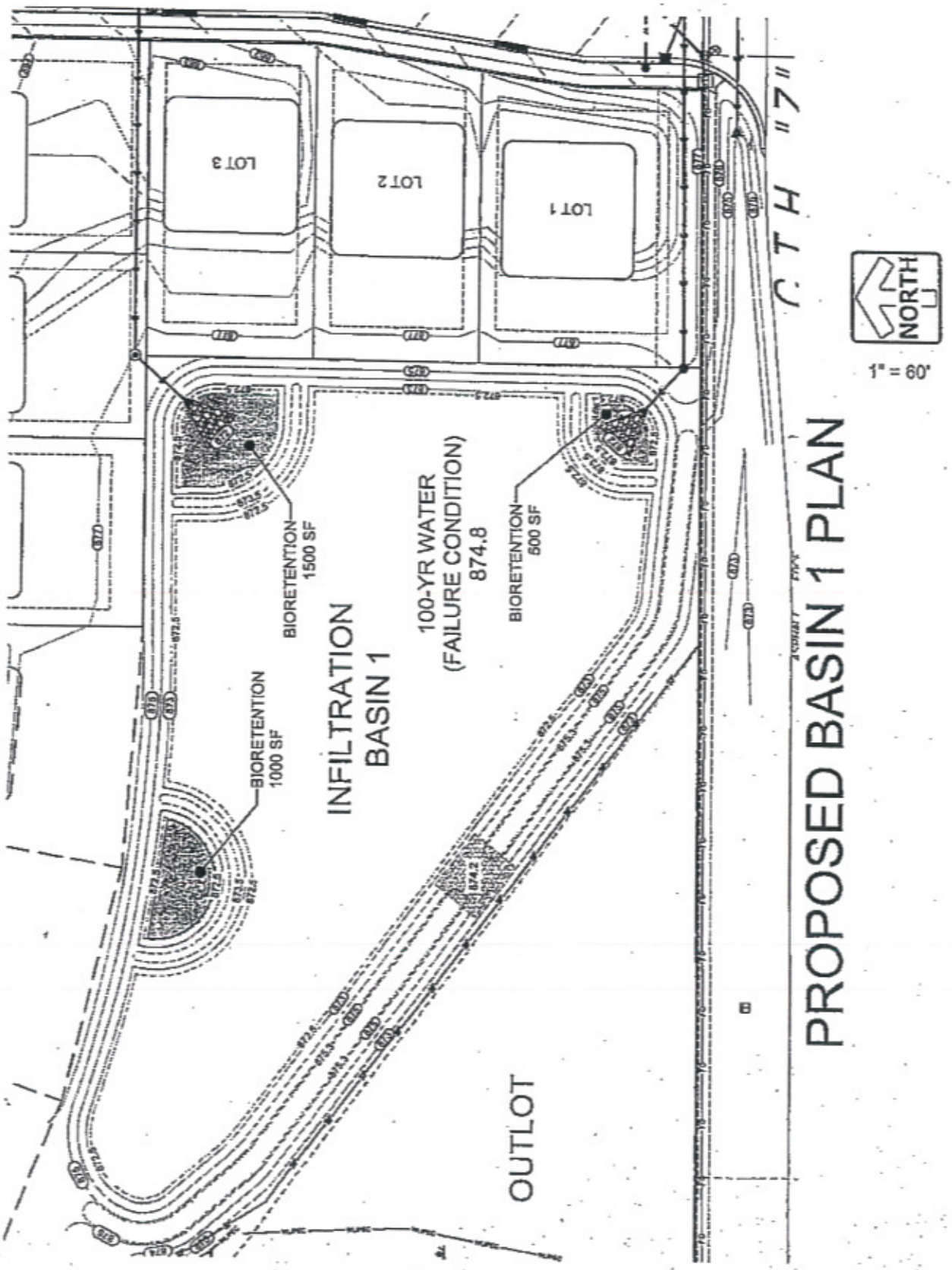


Exhibit B (continued)

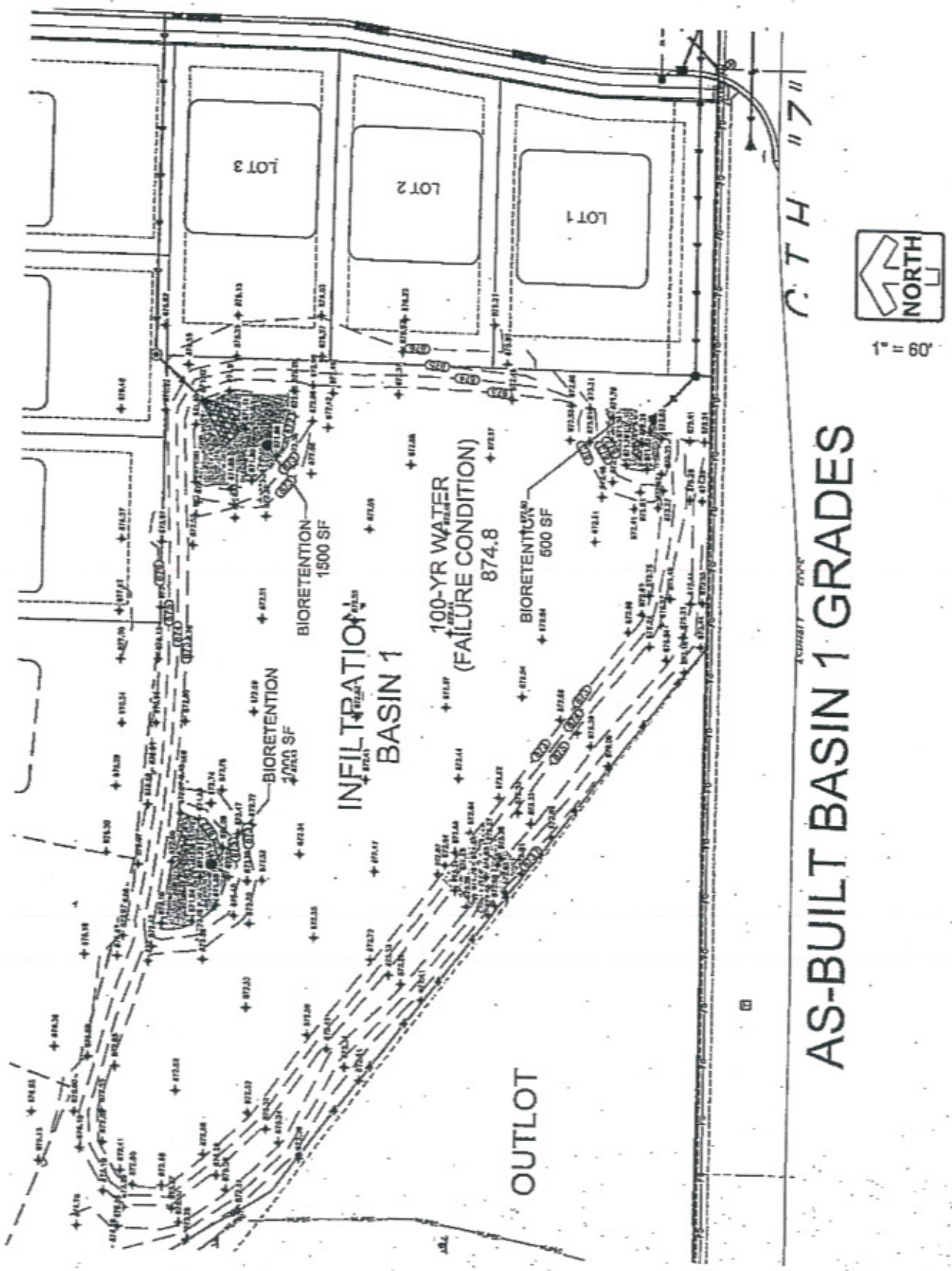


Exhibit B (continued)

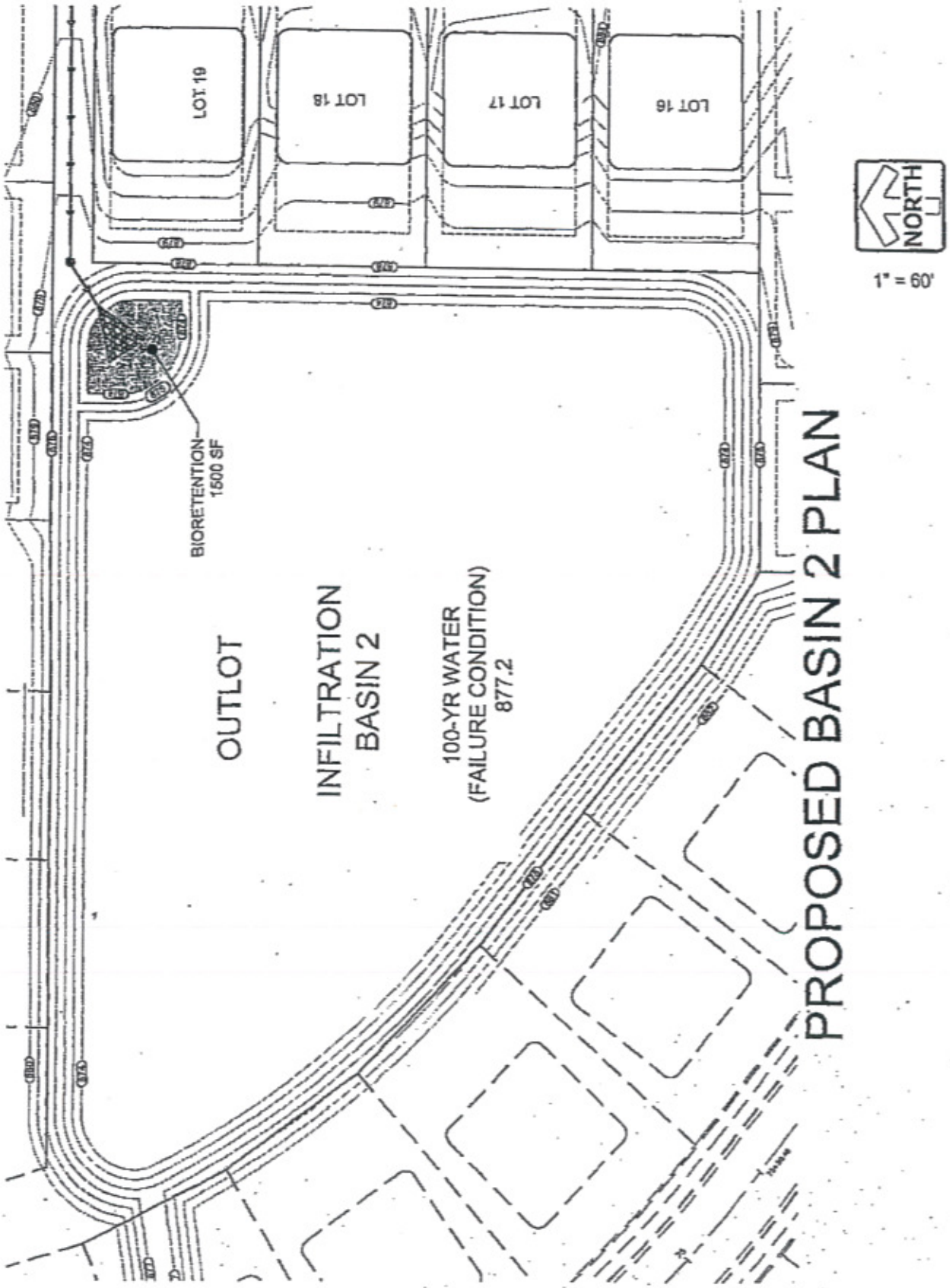


Exhibit B (continued)

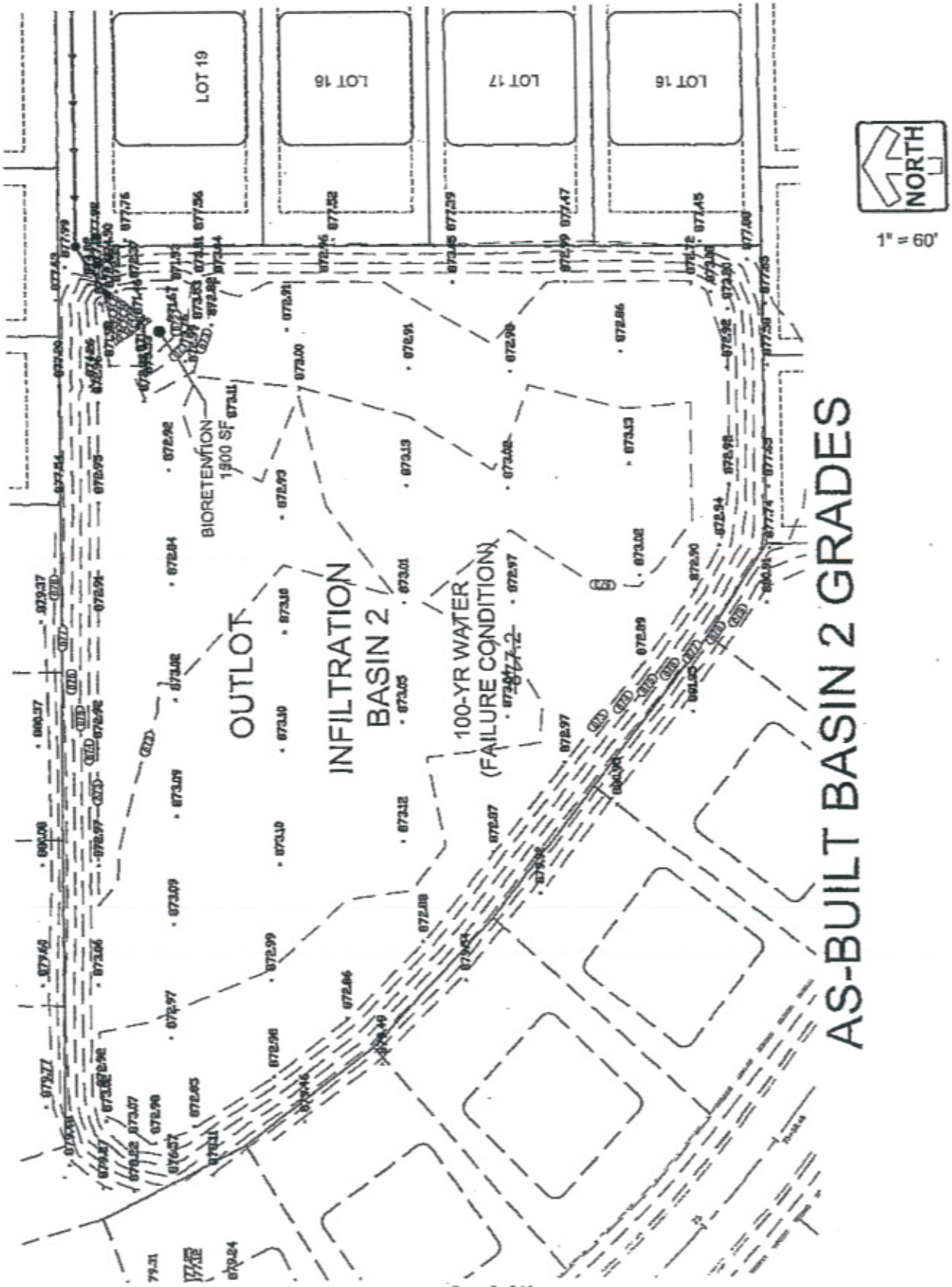


Exhibit B (continued)

BASIN 1 (SOUTH)

CONTOUR	DESIGN AREA (SF)*	AS-BUILT AREA (SF)	DIFFERENCE
872.5 (BOTTOM)	50000	50000 +/-	0
873.0	52600	51100	-1,500
874.0	57800	57800	0
875.0	63000	62200	-800

* FROM REPORT DATED MAY 19, 2014

BIORETENTION AREAS	3000	2930	-70

SPILLWAY WAY DESIGN ELEV = 874.2
AS-BUILT ELEVATION = 874.6

TOP OF BERM DESIGN ELEV = 875.3
AS-BUILT ELEVATION = 875.3

TOP OF BIORETNETION BERM DESIGN ELEV = 873.5
AS-BUILT ELEVATION = 873.4-873.6

The pond as constrcuted is within constrction tolerance and will meet original design intent

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BASIN 2 (NORTH)

CONTOUR	DESIGN AREA (SF)*	AS-BUILT AREA (SF)	DIFFERENCE
874 (BOTTOM)	81,000	85,100	4,100
875.0	85,750	89,900	4,150
876.0	90,500	94,700	4,200
877.0	95,250	99,700	4,450
878.0	100,000	106,000	6000

* FROM REPORT DATED MAY 19, 2014

BIORETENTION AREAS	1500	1600	100

SPILLWAY WAY DESIGN ELEV = N/A
AS-BUILT ELEVATION = N/A

PERMANENT OVERFLOW PATH TO BE CONSTRCUTED IN PASHE II

TOP OF BERM DESIGN ELEV = N/A
AS-BUILT ELEVATION = N/A

TOP OF BIORETNETION BERM DESIGN ELEV = 875.0
AS-BUILT ELEVATION = 873.5

This will create additioanl volume and the pond will function with a lower high water elevation which will be a positive change. The bioretention area was lowered from 874.0 to 872.0 +/- as well to help contain water in the bioretention cell for treatment. These changes do not present an adverse impact and the 100-year storm water elevation will still be safely contained within the pond area.

Exhibit C
Storm Water Practice Inspection/Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Titleholder(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Oconomowoc.

System Description:

The stormwater systems on site are designed to capture and infiltrate the 100-year event. Storm sewer will convey drainage to the infiltration basins where it will enter a bioretnetion area first for pretreatment. The bioretneion is separate from the main infiltration area with a berm which water will overtop (acting as a level spreader) and enter the infiltration area where it will be absorbed and infiltrated. Both areas will be planted with native plants. In addition, there will be an infiltration swale along the east side that will promote absorption to a higher degree than typical swales.

"As-built" design/construction drawings of the basins, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Oconomowoc accepts verification of construction from the City of Oconomowoc Department of Public Works (DPW).

Annual Storm Water Management Report:

The Titleholder(s) shall submit to the DPW an annual report on the condition of the site's storm water management conveyance systems and devices/basins. This report shall be submitted by December 31st of each year following the termination of the Storm Water Permit by the Wisconsin DNR. The submitted annual report shall be completed and sealed by a Professional Engineer currently licensed in the State of Wisconsin, on inspection forms provided by the DPW, and shall contain but not limited to the following:

(a) Inspection forms provided by the DPW shall be complete, including photos of the items requiring maintenance.
(b) Documentation of the completion of the required maintenance, including copies of receipts from agents hired to perform the word and the date the work was completed;
(c) Photos of the management conveyance systems and devices/basins after completion of the required maintenance.

Minimum Maintenance Requirements:

The Titleholder(s) shall submit a copy of every required inspection performed during each year, to the DPW.

Storm Water Conveyance System maintenance requirements:

1. The Titleholder(s) is responsible for ensuring system inlets, outlets and any external runoff control structures remain clear of debris and blockage. The inlets and outlets shall be inspected semi-annually and/or after major storm events (more than 3.5 inches of rainfall in 24 hours). Any debris or blockage found should be immediately removed.
2. Visual inspections from system access points shall be conducted semi-annually and/or after major storm events (more than 3.5 inches of rainfall in 24 hours) and, after extended periods of rainy weather (more than 3 days) and at least semi-annually. Major items to look for are excessive debris build-up at system inlets and outlets, and proper system discharge.
3. Storm curb inlets shall be inspected semi-annually and/or after major storm events (more than 3.5 inches of rain fall in 24 hours). Any debris that is found, causing potential blockage, shall be cleaned immediately. All storm curb inlet and storm manhole sumps shall be cleaned annually, at a minimum, or when sediment in the sump has accumulated to an elevation of one foot below the outlet pipe elevation.

4. Cleanout of sediment accumulation should be based on manufacture recommendations. Cleanout shall be performed when the sediment accumulation does not allow the system to function as designed.

Storm Water Basin Inspection/Maintenance Requirements:

All storm water infiltration and bioretention basins shall be inspected annually and/or after a 1/2" inch or more of rainfall in 24 hours. Inspection data shall be on the Storm Water Pond Inspection Checklist forms provided by the DPW.

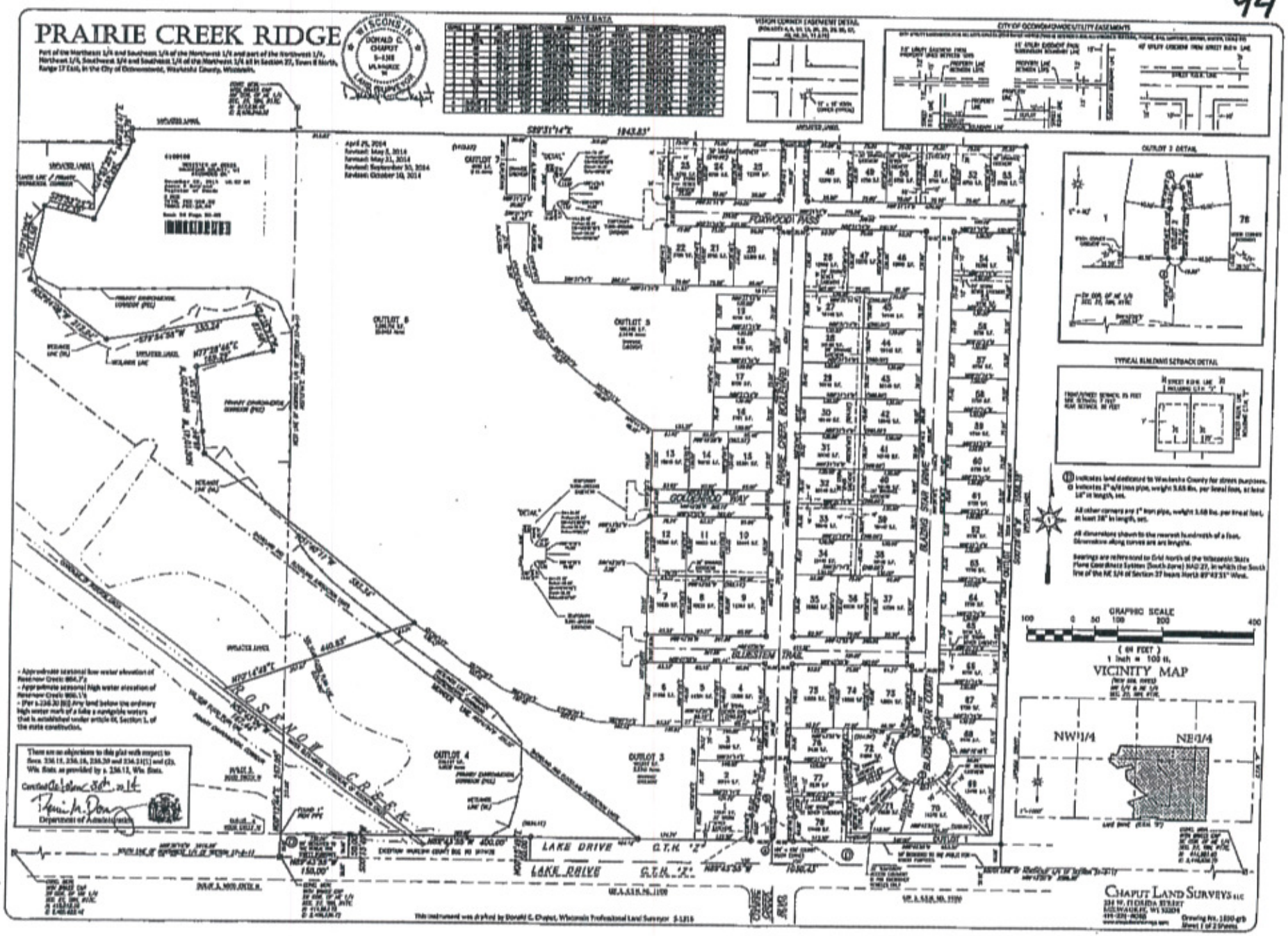
The Titleholder(s) is responsible to ensure proper function of the storm water facilities per the recorded design. All maintenance items required from the Storm Water Pond Inspection Checklist forms shall be executed at a minimum according to the Maintenance Checklist Descriptions guidelines provided by the DPW.

Maintenance activities/procedures are required but are not limited to the following:

- Is the spillway level
- Adequate vegetation and ground cover
- Appropriate vegetation
- Adequate freeboard (Minimum of 1 foot from the top of the spillway to the top of the berm)
- Embankment erosion evident
- Cracking, bulging or sliding of embankment.
- Evidence of animal burrows
- Seepage evident on exterior face of embankment
- Vertical & horizontal alignment of top of dam as per plans
- Emergency spillway clear of obstructions and debris
- Maintenance access clear of obstruction
- Outfall channels functioning
- Slope protection or rip-rap failures
- Undesirable vegetative growth
- Visible oil/chemical presence
- Standing water or wet spots
- Sediment and/or trash accumulation
- Evidence of invasive species
- Evidence of excessive velocity/scour
- Encroachments on pond or easement area
- Complaints from residents
- Odor
- Grass mowing required
- Graffiti removal needed
- Insects in excess
- Any public hazards (specify)
- At least monthly, the site shall be inspected for spills (oil, grease, ect.). Spills shall be cleaned immediately and disposed of properly.
- No land disturbance (i.e. grading) of the basins or swales, other than for sediment removal, is allowed.
- Any other repair or maintenance needed to ensure the continued function of the storm water practices shall be implemented as needed.
- Any damaged portions of the storm sewer system shall be repaired and/or replace immediately.
- Any other repair or maintenance needed to ensure the continued function of the stormwater facilities as ordered by the City of Oconomowoc under the provisions listed on page 1 of this Agreement.

PRAIRIE CREEK RIDGE

Part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.



PRAIRIE CREEK RIDGE

Part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
Milwaukee County) ss

I, DONALD C. CHAPUT, a professional land surveyor, do hereby certify:

THAT I have survey, divided and mapped part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 27; thence South 88°35'13" East, along the South line of said Northwest 1/4 Section 2616.59 feet to the Southwest corner of the Northwest 1/4 of said Section 27 and the point of beginning of the lands hereinafter described; thence North 00°12'44" East along the West line of the Northwest 1/4 of said Section 267.05 feet to a point; thence North 82°43'04" West 187.44 feet to a point; thence North 70°14'49" East 440.83 feet to a point; thence North 51°40'11" West 503.34 feet to a point; thence North 08° 10'41" West, 49.21 feet to a point; thence North 09°50'20" West 142.58 feet to a point; thence North 77°38'46" East 169.29 feet to a point; thence North 24°35'23" West 87.38 feet to a point; thence South 79°54'58" West 330.24 feet to a point; thence North 32°24'06" West 212.94 feet to a point; thence North 10°15'09" East 163.56 feet to a point; thence South 75°52'25" East 112.29 feet to a point; thence North 24°53'25" East 186.49 feet to a point; thence North 08°28'47" East 25.79 feet to a point; thence South 89°31'54" East 1943.83 feet to a point; thence South 00°28'46" West 1586.28 feet to a point on the South line of said Northeast 1/4 of Section 27; thence North 89°43'55" West along said South line 1030.43 feet to a point; thence North 00°19'49" East 50.00 feet to a point on the North line of Lake Drive (C.T.H. "Z"); thence North 89°43'55" West along said North line 400.00 feet to a point; thence South 00°19'49" West 50.00 feet to a point on said South line; thence North 89°43'55" West along said South line 350.00 feet to the point of beginning. Containing 2,724,819 square feet or 62.5322 acres of land.

THAT I have made this survey, land division and map by the direction of Prairie Creek Ridge, LLC, owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, and the Land Division and Platting Ordinance of the City of Oconomowoc in surveying, dividing and mapping the same.

WISCONSIN DONALD C. CHAPUT S-1316 LAND SURVEYOR

Donald C. Chaput
Donald C. Chaput
Professional Land Surveyor S-1316

DATE: April 25, 2014
Revised: May 5, 2014
Revised: May 21, 2014
Revised: September 30, 2014
Revised: October 10, 2014
Revised: November 4, 2014

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE OF DEDICATION

Prairie Creek Ridge, LLC, a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Prairie Creek Ridge, 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:

1.) City of Oconomowoc
2.) Wisconsin Department of Administration
3.) Waukesha County Parks and Land Use Department

IN WITNESS WHEREOF the said Prairie Creek Ridge, LLC has caused these presents to be signed by Michael J. Kaerek, its member, at West Allis, Wisconsin, on this 4 day of November, 2014.

Prairie Creek Ridge, LLC
Limited Liability Company Name
Michael J. Kaerek
Michael J. Kaerek, Member

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 4 day of November, 2014, Michael J. Kaerek, Member, of the above named Prairie Creek Ridge, LLC, to me known to be such Member of said limited liability company as the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC JAN ERDMANN STATE OF WISCONSIN

Notary Public, State of Wisconsin
My commission expires: 8-22-15
My commission is permanent.

CITY OF OCONOMOWOC CERTIFICATE

RESOLVED, that the plat known as PRAIRIE CREEK RIDGE, being part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 all in Section 27, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, which has been filed for approval, be and is hereby approved as required by Chapter 236 of the Wisconsin Statutes.

I, James Daley, hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the Common Council of the City of Oconomowoc on the 17 day of June, 2014 which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Oconomowoc's approval were satisfied on the 17 day of June, 2014.

Date: Nov. 7, 2014

James Daley, Mayor

Diane Coenen
Diane Coenen, City Clerk

CORPORATE SEAL

CITY OF OCONOMOWOC TREASURER

Diane Geel

I, Sarah Kroembel, being the duly appointed, qualified and acting Finance Director/Treasurer of the City of Oconomowoc do hereby certify that in accordance with the records, the records in my office there are no unpaid taxes or unpaid special assessments as of Nov. 7, 2014, 2014 on any of the land included in the plat of "Prairie Creek Ridge".

Sarah Kroembel, Finance Director
Diane Geel, Assistant/Deputy Treasurer

COUNTY TREASURER'S CERTIFICATE

I, Pamela Reeves, being the duly elected County Treasurer of the County of Waukesha do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of November 7, 2014 affecting the lands included in the plat of "Prairie Creek Ridge".

Pamela Reeves, County Treasurer

WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

Those areas identified as Wetland/Floodplain/Primary Environmental Corridor Preservation Area on Sheet 1 of 2 on this Subdivision Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, dying or invasive vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.

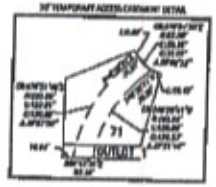
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.

4. The introduction of plant material not indigenous to the existing environment is prohibited.

5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

6. The construction of buildings is prohibited.

30' TEMPORARY ACCESS EASEMENT DETAIL



STORM WATER MANAGEMENT NOTE

- Surface water drainage areas may not be filled. Surface water drainage easements shall be maintained by the individual lot owners.
- Final grade for surface water drainage easements shall be maintained.
- No structure may be placed upon the surface water drainage easement areas.
- Fences installed will not retard surface water drainage. Fences may be placed in the drainage easement areas but are place at the risk of the owner.
- Landscaping shall be restricted to ground cover, shrubs and trees which will not retard surface water drainage. Shrubs and trees may be placed in the drainage easement areas but are place at the risk of the owner.
- If drainage easements are not adequately maintained, the City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. of subch. VI of ch. 66 Wis. Stats.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

GENERAL NOTE

1. No direct vehicular access shall be allowed onto Lake Drive (C.T.H. "Z") from any outlot or lot except by Prairie Creek Blvd. and Lot 71, temporary access easement, see note 4. Access thru Lot 71 is for emergency vehicles only.

2. Within the area of the vision corner easements, the height of all plantings, berms, fencing, signs or any other structure shall be limited to 24" above the intersection elevation.

3. Outlot 4 and 6 is to be retained by the developer for future development.

4. The temporary access easement on Lot 71 will be granted to the City of Oconomowoc once constructed. Lot #71 will not be sold under Phase 1. A secondary drive will be provided on this lot if a second access point is not obtained by the time Phase 2 commences. The temporary secondary access drive/walk from the subdivision shall be provided before Phase 2 begins. It shall be constructed, engineered and paved to handle a 70,000 lb five truck. It shall be 24 feet wide, paved and maintained year round. If a secondary access point is obtained prior to Phase 2 the easement will be released at such time.

5. Each individual lot owner of Lots 1-78 shall have an undivided equal fractional ownership in Outlot Nos. 1, 2, 3, 5 and 7 of Prairie Creek Ridge and the owner of Outlot 6 shall have an undivided fractional ownership in Outlot Nos. 1, 2, 3, 5 and 7 of Prairie Creek Ridge until such time as subsequent phases of the development are constructed at which time new lots will be assigned a fractional ownership in Outlot Nos. 1, 2, 3, 5 and 7 of Prairie Creek Ridge. Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.

6. Utility Easements are granted to the City of Oconomowoc.

7. Outlots 1, 2, 5, and 7 are entirely encompassed by drainage easements. Drainage Easements are granted to the City of Oconomowoc.

8. At the time Outlot 6 is developed the areas of wetland shown within the outlot will be re-evaluated at that time to put in a separate outlot.

9. There are no known wells within 100 ft. of the stormwater facilities.

10. The wetlands were delineated by Tom Genfield of Baxter & Woodman on April 1, 2014 and August 28, 2014, was concurred by The Army Corps of Engineers on August 28, 2014 and the Wisconsin DNR on September 9, 2014.

11. According to the flood insurance rate map of the County of Waukesha, Community Panel No. 55133C0033F, effective date of November 10, 2008, the areas shown within the floodplain falls in Zone AE (Base Flood Elevations determined). All other areas of this site are Zone X (Areas determined to be outside the 0.2% annual chance floodplain). The floodplain shown is mapped based on the 878' of 867' and underlying topography.

12. All roads shown on this plat are dedicated to the public.

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.

Dated November 4th, 2014

Department of Administration

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-264-5265
www.chaputlandsurveys.com

Drawing No. 1650-pfr
Sheet 2 of 2 Sheets

This instrument was drafted by Donald C. Chaput, Wisconsin Professional Land Surveyor S-1316

PRAIRIE CREEK RIDGE HOMEOWNER'S ASSOCIATION, INC.

2017 Proposed Annual Budget

Current and Future Pond Maintenance	$1,000.00
Snow removal/salting	$1,500.00
Lawn care	$2,500.00
P.O. Box - Mailing Address	$50.00
Bank Checks & Charges	$100.00
Liability Insurance	$1,000.00
Reserve	$1,650.00
Total	**$7,800.00**

Total number of lots 78

$100.00/per lot annual dues covers 2017

Payment due date is February 28, 2017

To reduce the added cost of mailing bills and to reduce bookkeeping charges, your prompt payment would be appreciated. Payments can be made at the annual meeting.



Prairie Creek Ridge HOA Meeting

President	Nelson Dos Reis 1425 Prairie Creek Blvd. 920-242-2495	nelsond@alliedresourcerecovery.com
Vice-President	Bryan Bauman 1420 Blazing Star Dr. 414-308-8438	b.bauman29@yahoo.com
Treasurer	Dustin Kerschner 1321 Prairie Creek Blvd. 414-651-1336	dustin.kerschner@gmail.com

Prairie Creek Ridge Homeowner's Association, P.O. Box 547, Oconomowoc, WI 53066

Prairiecreekridge@gmail.com

HOA Meeting

Board of Directors: Date Nov 7 2017

Dustin Kerschner
Bryan Bauman
Nelson Dos Reis

AGENDA

Neighborhood/development updates Bike path & fence
Website update
Neighborhood welcome wagon
2017 Expenses year to date
2018 Budget
Board announcements

Neighborhood/development update

The City portion of the sanitary sewer work going north is complete. Water in the pond has drained as planned. No issues that we are aware of. No additional pumping required.

Bike Path installed from the east side of Rosenow Creek from the wetland to Morning Glory. City/ DNR permit was approved to cross the wetlands at which time the path will be extended from the wetlands to our western property line. HOA will be responsible for snow removal on the path. Expected time of completion the week of November 13th.

Fence is scheduled for the end of the month to mid-November. Weather permitting. We would estimate it will be about 5-7 years before the black finish will need to be redone. Cost for the initial painting of the raw wood is $20.00 per panel (15 feet per panel). Installation of 200+/- panels on Phase 1, Addition 1 and Addition 2 at this time. Initial build and paint at the expense of the developer. Expected time of completion the week of November 13th.

As of today's date there are a total of 222 lots on the drawing board with future areas in the "concept only" phase. It is expected that lots in "Addition 2" (west of Phase 1) will be ready for building this fall. "Addition 3 (North of Phase 1 and Addition 1) lots will be available next spring. "Addition 4" (the completion of Goldenrod to Foxwood) is likely in the next 18-24 months. As far as collecting Dues from the new phases. HOA board will follow up next spring with the developer to finalize.

There are no new plans regarding the "neighborhood commerce" along Highway P / Brown Street.
The School / Day care for St. Matthews had their groundbreaking ceremony back in august they are expected to be open in 12 months.

The Meadowview public school is scheduled to start in the next 90-120 days with completion for the 2019-2020 school year. The Park improvements will be ongoing for several years to the best of our knowledge.

Bids for services 2018

Bryan Bauman will start gathering bids (minimum 3 bids) for lawn care and snow plowing for 2018. During this process the board will also negotiate a flat rate for any home owners that would be interested in having their grass cut. If anyone would like to recommend a company, friend or family member that is in the business, please get with Bryan and provide contact information.

Recap 2017 budget

Below is the original budget that was created by the developer when the HOA was created. At this time the bike path was still in the planning stage. The fence was only mentioned earlier this summer. As you can see in the budget there is no mention of the fence maintenance or painting. Also not included into the budget were utilities. At the entrance to PCR is the landscaped parkway with lights and flag pole.

A website was created by Brew city PC. The board approached the developer and builders to help with these expenses. We raised an additional $600 towards the start up.

2017 budget

Current and Future Pond Maintenance	$1,000.00
Snow removal/salting	$1,500.00
Lawn care	$2,500.00
P.O. Box - Mailing Address	$50.00
Bank Checks & Charges	$100.00
Liability Insurance	$1,000.00
Reserve	$1,650.00
Website development- Contributions by Developer and builders	**$600**
Total	**$8,400.00**

Total number of lots 78

2017 Expenses

Deposits Date	Amount	Withdrawal Dates	Withdrawal amounts	Description
02/21/2017	$200.00	02/06/2017	$62.50	Town Hall Rental
02/17/2017	$100.00	01/24/2017	$199.00	PO Box and EIN Number
02/15/2017	$2,000.00	01/24/2017	$816.00	Insurance Policy
02/06/2017	$100.00	01/24/2017	$16.76	Utility Bill
02/01/2017	$200.00	01/24/2017	$9.47	Check Book Order
01/30/2017	$300.00	03/17/2017	$180.00	Brew City Pc
01/26/2017	$200.00	04/06/2017	$12.54	Utility Bill
01/24/2017	$100.00	05/08/2017	$14.15	Utility Bill
01/23/2017	$500.00	05/16/2017	$67.26	mulch
01/20/2017	$200.00	05/24/2017	$175.00	grass cutting
01/19/2017	$100.00	06/05/2017	$430.00	grass cutting
01/18/2017	$100.00	06/06/2017	$13.08	utility bill
01/17/2017	$600.00	06/19/2017	$420.00	grass cutting
02/22/2017	$2,500.00	06/27/2017	$69.32	reimburse Jim Stein for flowers
02/27/2017	$800.00	07/06/2017	$13.29	utility bill
03/02/2017	$100.00	07/10/2017	$425.00	grass cutting
03/03/2017	$100.00	08/02/2017	$340	grass cutting
03/09/2017	$100.00	08/07/2017	$13.45	utility bill
03/23/2017	$100.00	09/06/2017	$13.97	utility bill
		09/15/2017	$340.00	grass cutting
		10/10/2017	$14.60	utility bill
		10/17/2017	85	grass cutting
Total	**$8,400.00**		**$3,730.39**	
Withdrawals	**$3,730.39**			
Chase Checking Balance	**$4,669.61**			
Total Lot Owners Paid	**78**	**X $100**	**$7,800**	
Total Website Payments			**$600**	
	Total Amount of Deposits Equal		**$8,400**	

PRAIRIE CREEK RIDGE HOMEOWNER'S ASSOCIATION, INC.

2018 Proposed Annual Budget

Lawn Care and Pond Maintenance	$5,000.00
Snow removal/salting	$2,500.00
PO Box Mailing Address	$200.00
Bank Checks and Charges	$200.00
Liability Insurance	$1,000.00
Town Hall Rental for Annual Meeting	$100.00
Utility Bill	$200.00
Website	$500.00
Annual Block Party Picnic	$1,000.00
Fence Maintenance	$1,000.00
Reserve	$1,950.00
Total	**$13,650.00**
Estimated 2017 Carryover Balance	$3,900.00
2018 Budget Total	**$9,750.00**

$9,750.00/78 lots = $125 per lot

$125.00 per lot annual dues covers 2018

Payment due date is February 28, 2018

To reduce the added cost of mailing bills and to reduce bookkeeping charges, your prompt payment would be appreciated. Payments can be made at the annual meeting, paid online at www.prairiecreekridge.org (please note if paying online there is an extra fee to pay with credit card) or payments can be mailed to PO Box 547, Oconomowoc, WI 53066. Invoices will also be emailed out as well. Please make sure we have your email on file.