

COPY

Document Number

DECLARATION OF
RESTRICTIONS AND COVENANTS
FOR PRAIRIE MEADOWS
SUBDIVISION

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TABLE OF CONTENTS

0. Definitions	2
ARTICLE 1	
PROPERTY SUBJECT TO DECLARATION	3
1.1 PROPERTY SUBJECT TO DECLARATION	3
ARTICLE 2	
USES OF LOTS	4
2.1 GENERAL PURPOSE	4
2.2 DISCLAIMER	4
2.3 SINGLE FAMILY LOTS	5
2.4 APPROVAL REQUIRED FOR IMPROVEMENTS	6
2.5 SINGLE FAMILY DWELLING LIVING AREA REQUIREMENTS	8
2.6 BUILDING SETBACK LINES	9
2.7 GARAGES	9
2.8 DRIVEWAYS	10
2.9 ROOFING MATERIAL AND CONSTRUCTION	10
2.10 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY	11
2.11 LAMPPOSTS AND MAILBOXES	13
2.12 PRESERVATION AREA RESTRICTIONS	13
2.13 GROUND FILL ON BUILDING SITE	14
2.14 SWIMMING POOLS	14
2.15 GRADING	14
2.16 NUISANCES AND PROHIBITIONS	16
2.17 ADDITIONAL CONSTRUCTION PROCEDURES	16
2.18 SIGNS	17
2.19 ANIMALS AND PETS	17
2.20 WATER SUPPLY	18
2.21 SEWAGE DISPOSAL	18
2.22 GARBAGE AND REFUSE DISPOSAL	18
2.23 WIRES, ANTENNAS AND ELECTRICAL TRANSFORMERS	19
2.24 FENCES AND WALLS	20
2.25 LANDSCAPING	20
2.26 ELECTRICAL CONNECTION BOX	21
2.27 TEMPORARY STRUCTURES, OUTSIDE VEHICLE STORAGE	21
2.28 MOTORIZED VEHICLES	22
2.29 LIGHTING	23
2.30 EASEMENTS	23
2.31 COMPLIANCE WITH GREATER RESTRICTIONS	24
2.32 TITLE REVERSION	24
ARTICLE 3	
ARCHITECTURAL CONTROL COMMITTEE	24
3.1 MEMBERSHIP	24
3.2 SUBMISSION FOR APPROVAL; PROCEDURE	25

ARTICLE 4		
	COMMON AREAS AND HOMEOWNERS ASSOCIATION	26
4.1	OWNERSHIP, MAINTENANCE AND INSURANCE FOR COMMON AREAS	26
4.2	COMMON AREAS	28
4.3	HOMEOWNERS ASSOCIATION	28
ARTICLE 5		
	MISCELLANEOUS	29
5.1	TERMS OF DECLARATION	29
5.2	AMENDMENTS TO DECLARATION	30
5.3	GOVERNING RULES AND CONFLICT	31
5.4	ENFORCEMENT OF DECLARATION	32
5.5	SEVERABILITY	33
5.6	CITY REVIEW	33

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
PRAIRIE MEADOWS SUBDIVISION

This declaration of restrictions for ***Prairie Meadows Subdivision***, a subdivision, is made as of the ____ day of _____, 2003 by Prairie Meadows Estates LLC, a Wisconsin limited liability company, hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER owns all of the land described in Section 1.1.1 below, which has been platted as Prairie Meadows Subdivision, a subdivision located in the City of Muskego, County of Waukesha, consisting of 21 residential single family lots; and

WHEREAS, the DEVELOPER desires to subject the Subdivision to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of each Lot Owner in the Subdivision;

NOW, THEREFORE, DEVELOPER HEREBY DECLARES that the lands to be platted as ***Prairie Meadows Subdivision*** be used, held, transferred, sold and conveyed shall be subject to the conditions set forth in this Declaration, which will inure to the benefit of and pass with said property and each and every Lot contained therein as covenants running with the land and shall apply to and bind all successors-in-interest, users and owners thereof.

0. Definitions

- (a) "Architectural Control Committee" shall mean the Committee referred to in Article 3.
- (b) "Dwelling" shall mean a single-family residence.
- (c) "Lots" shall mean one or all, as the case may be, of the individually platted lots located within the Subdivision.
- (d) "Lot Owners" shall mean the fee simple owner (s) of record title to a Lot regardless of the type of tenancy or estate.
- (e) "Article" shall mean all those provisions included under an Article heading contained herein, including all Sections (e.g. 2.3) and paragraphs (e.g.2.3.1).
- (f) "Subdivision" shall mean the real estate subject to the Plat and this Declaration.
- (g) "City" shall mean the City of Muskego, Wisconsin.
- (h) "Family" shall mean one or more persons related by blood, adoption or marriage, living, cooking, sleeping and eating on Premises as a single housekeeping unit, and shall exclude a group of persons where three or more persons are not so related.

- (i) "Plat" shall mean the Plat of Prairie Meadows Subdivision, which has or will be recorded with the Waukesha County Register of Deeds.
- (j) "Declaration" shall mean this Declaration of Restrictions and Covenants for Prairie Meadows Subdivision.
- (k) "Homeowners Association" shall mean Prairie Meadows Subdivision Homeowners Association, Inc., a Wisconsin non-stock, not-for-profit corporation. Each owner of a Lot in the Subdivision shall belong to the Homeowners Association.

ARTICLE 1

PROPERTY SUBJECT TO DECLARATION

1.1 PROPERTY SUBJECT TO DECLARATION

1.1.1 The following property shall be the property subject to and bound by this Declaration:

The South East 1/4 of the South East one quarter (S.E. 1/4) of Section numbered twenty-four (24), Township numbered Five (5) North, of Range numbered Twenty (20) East containing Forty (40) acres more or less, EXCEPTING THEREFROM, land sold off as described in Warranty Deed from Frank Lang and Gertrude Lang, to Joseph P. Pfeffer and Emily Marie Pfeffer, his wife, as husband and wife or to the survivor of either of them and recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin, on August 19th, 1926 at 8:15 A.M. in Vol. 202 Page 104 of Deeds as Doc. #145412 (about 17.55 acres).

Also excepting therefrom land sold off as described in Warranty Deed from Frank Lang (sometimes written Frank Lange) and Gertrude Lang, his wife, to David Smalley, and was recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin on July 15th 1938 at 11:35 AM in Vol 274 Page 340 of Deeds as Document #221648. (about 2 acres)

ARTICLE 2
USES OF LOTS

2.1 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential community and in furtherance of such purpose; to preserve and maintain the natural beauty of all areas within the Subdivision; to help assure the best use and most appropriate development and improvements of each Lot and building-site located thereon; to guard against the erection or maintenance of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to protect owners of Lots against such use of surrounding Lots and buildings as will detract from the residential value of their property; to insure the highest and best residential development of Lots in the Subdivision consistent with the purpose for which it is platted; to secure and maintain the proper spatial relationship of buildings, structures and other improvements; to encourage and secure the erection of attractive residential structures at appropriate locations on the Lots; to prevent haphazard and inharmonious improvements of building sites, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

2.2 DISCLAIMER

Although the DEVELOPER is implementing this Declaration with the intentions set forth above, the DEVELOPER makes no assurance, representation or warranty that the stated purposes of this Declaration shall be achieved, or as to the ultimate value of Lots in the Subdivision, or as to any stability or increase in value of said Lots as a result of the imposition of this Declaration.

2.3 SINGLE FAMILY LOTS

- 2.3.1 All Lots shall be used solely and exclusively for single family residential purposes.

- 2.3.2 Prior to commencement of any construction on a Lot, the Lot Owner or Owner's agent shall obtain all required permits from the City of Muskego. Lot Owners shall, upon request, provide proof of receipt of required permits to the Architectural Control Committee prior to construction of improvements.

- 2.3.3 No building shall be erected, altered, modified or permitted to remain on any Lot other than one Dwelling intended for single family occupancy.

- 2.3.4 No further division or subdivision of any Lots in the Subdivision shall be allowed without approval of the Architectural Control Committee and the City of Muskego.

- 2.3.5 No Dwelling, outbuildings or other structural improvements of any type or nature shall be erected, placed or permitted to remain on any of said Lots without the approval of the Architectural Control Committee. All permitted structures and improvements shall generally be in harmony with the Dwellings and other structures and improvements in the Subdivision.

- 2.3.6 No accessory uses or outbuildings shall be erected or placed upon a Lot prior to the completion of the Dwelling upon the Lot.

2.3.7 Except as otherwise provided in Section 2.4.3 hereof, all construction of a Dwelling upon a Lot shall be completed within nine (9) months from the start thereof, provided that the Architectural Control Committee may extend such time when in its opinion conditions warrant such an extension.

2.4 APPROVAL REQUIRED FOR IMPROVEMENTS

2.4.1 No building, structure, wall, fence, swimming pool, structure, concrete slab, garage, porch, patio, gazebo, tennis court, wall, antenna, satellite dish, or any other improvement (all the foregoing "improvements" shall be constructed, erected or placed on any Lot or altered, modified or changed as to layout, location, exterior design, color or in any other way), until the plans, specifications, drawings and survey, (all of the foregoing, "Submissions") have been approved in writing by the Architectural Control Committee as to material, composition, quality, exterior design, harmony and color coordination with existing and planned structures and improvements in the Subdivision, location with respect to topography, setbacks, finished grade, elevations, driveways and plantings, and compliance with all other applicable restrictions contained in this Declaration. The Architectural Control Committee shall have thirty (30) days from delivery of the Submissions in which to approve or reject the Submissions. The Architectural Control Committee shall additionally have the right to request supplemental Submissions prior to reaching a determination. If the Architectural Control Committee has failed to approve, reject or request in writing additional Submissions within the thirty (30) day period from the date of the Architectural

Control Committee's receipt of the final submission, the Submissions shall be deemed approved.

- 2.4.2 Upon approval of the Submissions by the Architectural Control Committee and upon receipt of all necessary municipal or governmental approvals and permits, a Lot Owner may commence construction in accordance therewith, provided that no material changes shall be made with respect thereto unless prior approval is obtained from the Architectural Control Committee. The Architectural Control Committee may determine in its sole discretion what constitutes a material charge.
- 2.4.3 Construction of Improvements shall be completed in accordance with Section 2.3.7 hereof, unless a shortened period of time for completion of construction is mandated by any municipal or governmental body in which event the shortened period for completion shall control.
- 2.4.4 Any suit for damages and/or injunctive relief based upon the failure of any Lot Owner to obtain approval from the Architectural Control Committee as required under these Declarations, shall be commenced by the Architectural Control Committee or any other Lot Owner (consistent with Section 5.4.2 hereof) within one (1) year following completion of construction, installation, change or modification of any dwelling, building, structure, wall, fence or other improvement, otherwise, the approval required therefore shall be conclusively presumed to have been given and the Architectural Control Committee and any Lot Owners (and their respective successors and assigns), shall forever be barred

with respect thereto; in no event, however, shall the Architectural Control Committee or any Lot Owner be precluded from enforcing this Declaration as to any subsequent or other construction, installation, change or modification for which approval of the Architectural Control Committee is required.

- 2.4.5 Quadruple copies of the plans and specifications of all Submissions shall be provided to the Architectural Control Committee. One copy of said Submissions, as submitted and approved, shall be retained in the permanent file of the Architectural Control Committee. Notwithstanding anything contained in this Declaration to the contrary, the Architectural Control Committee is not the depository for any such Submissions, and Lot Owners indemnify and hold harmless the Architectural Control Committee with regard to the preservation or lack thereof of such Submissions.

2.5 SINGLE FAMILY DWELLING LIVING AREA REQUIREMENTS

- 2.5.1 No Dwelling or other structure shall exceed thirty (30) feet in height. Each Dwelling proposed to be constructed in the Subdivision shall have no less than the following minimum living area at or above grade, exclusive of porches, garages, basements, patios, decks, breezeways, and other similar additions:
- (a) One-story Dwellings, 1800 square feet minimum
 - (b) Dwellings having more than one-story, 1200 square feet minimum on the first floor, with total square feet of not less than 2250 square feet.

2.5.2 No split-level, bi-level, factory built, offsite, modular, mobile, prefabricated or other unitized constructed Dwelling shall be allowed to be placed on any Lot. Notwithstanding anything contained in this Section 2.5.2 to the contrary, Dwellings constructed utilizing off-site panelization construction may be allowed if written approval by the Architectural Control Committee is first obtained.

2.5.3 All Dwellings shall have full basements, except that basements are not required under porches, garages, patios, decks, breezeways, and other similar additions.

2.6 BUILDING SETBACK LINES

No buildings, garages, or other structures or improvements (excluding eaves, steps, overhangs, patios, or other appurtenances not built on a foundation or frost footings) shall be located on any Lot so that the front, side and rear yard distances are less than minimum as shown on the Final Plat.

2.7 GARAGES

2.7.1 Each Lot shall have a private enclosed garage attached to the Dwelling for the on-site storage of not less than two and not more than three automobiles, and is to be connected to the street by a properly surfaced concrete driveway. A garage shall have a minimum size of 600 square feet, and shall have a side entry, except where approved by the Architectural Control Committee. Garage doors shall not exceed seven and one-half (7.5) feet in height.

2.7.2 The garage shall harmonize with the Dwelling as to design, materials and finished floor elevation.

2.7.3 The garage shall be located within the building envelope as specified in Section 2.6.

2.8 DRIVEWAYS

2.8.1 All driveways shall be constructed of concrete and the final surfacing shall be completed within one (1) year of the issuance of the building permit.

2.8.2 Other than a mailbox, no structure or improvement (such as culvert and walls) may be constructed within the City road right-of-way at a height which is above the plane of the City road surface. No culvert walls except for natural stone culvert walls approved by the Architectural Control Committee are allowed.

2.8.3 Lots 2 and 3 shall share a common driveway. Owners of Lots 2 and 3 are responsible among themselves with regard to maintenance of the driveway. The deeds of conveyance of Lots 2 and 3 shall contain language, which shall run with the Lots, restating the first two sentences of this Section 2.8.3.

2.8.4 Parking slabs and turnarounds are not permitted.

2.9 ROOFING MATERIAL AND CONSTRUCTION

2.9.1 The Architectural Control Committee reserves the right to approve roof designs and types and colors of roofing material as it determines to be in keeping with the architecture, design, materials and finished floor elevations of the proposed Dwelling and to be in keeping with and to harmonize with the other structures in

the Subdivision. All roofing material will be a better grade minimum dimensional asphalt shingle, or shall be natural materials, such as cedar shakes or tiles.

2.9.2 The roof pitch shall be at least 6/12.

2.9.3 Roof vents shall be ridge vents unless otherwise approved by the Architectural Control Committee.

2.10 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY

2.10.1 All construction plans for improvements of any type or nature shall identify the proposed exterior building materials to be used and are subject to approval or rejection by the Architectural Control Committee. Not by way of limitation, the preceding sentence applies to new construction, alterations, modifications, additions and change order plans. Only materials approved by the Architectural Control Committee shall be used in construction of Improvements.

2.10.2 Only plans deemed by the Architectural Control Committee to be of high quality which are consistent with other Dwellings in the Subdivision and which are not anticipated to have an adverse affect upon property values in the Subdivision shall be approved.

2.10.3 All proposed color schemes for all improvements shall be submitted to the Architectural Control Committee for approval prior to painting and staining.

- 2.10.4 Siding Materials: All materials shall be natural materials, such as wood, brick, stone, hardiplank or aluminum, provided, however, that aluminum shall not be permitted on any portion of the Dwelling, structure or other improvement that faces a public right of way. Notwithstanding anything contained in the previous sentence to the contrary, aluminum may be utilized for fascia and soffit. No vinyl or other artificial siding except for aluminum will be permitted, except upon explicit approval of the Architectural Control Committee.
- 2.10.5 Except as above provided, only brick, natural stone, cedar, redwood or aluminum, or a combination of the foregoing shall be permitted on Dwelling exteriors.
- 2.10.6 When shutters are used on the front of a Dwelling, they shall also be used on all windows on the sides and rear, as the Architectural Control Committee shall require. Window casings, window grids and trim features shall be generally uniform.
- 2.10.7 Chimneys: All chimneys shall have a masonry exterior. Venting of chimneys through the side of any Dwelling, structure or improvement in lieu of a chimney is not permitted.
- 2.10.8 All air conditioners, solar heating units, wind power and similar devices shall be approved by the Architectural Control Committee, and shall be concealed from street view and be located in a manner approved by the Architectural Control Committee.

2.11 LAMPPOSTS AND MAILBOXES

Lampposts and mailboxes chosen by DEVELOPER are required. Required lamppost items are Brandon Post (LP551; bronze) and TG Post Top (3 light; bronze) which are available at BBC Lighting and Supply, 2015 W. St. Paul Avenue, Milwaukee, WI. Required mailbox items are "Keystone Series" KS-4B Mailbox Level 1 (bronze) and "Keystone" Deluxe Post (bronze) which are available for purchase at Mahvelous Mailboxes, N88 W16683 Appleton Avenue, Menomonee Falls, Wisconsin.

Lampposts are to be installed in accordance with Section 2.3.7 hereof, shall have a minimum height of six feet two inches (6'2") above the finished grade, and a maximum height of six feet four inches (6'4") above the finished grade. Sixty (60) watt clear light bulbs shall be utilized in the Post Top.

2.12 PRESERVATION AREA RESTRICTIONS

Those areas of land which are identified as wetlands as shown on the Plat are subject to the following restrictions: (a) grading and filling shall be prohibited unless specifically authorized by the City of Muskego and, if applicable, the Wisconsin Department of Natural Resources and the Army Core of Engineers; (b) the removal of topsoil or other earthen materials shall be prohibited; (c) the removal or destruction of any vegetative cover (i.e., trees, shrubs, grasses, etc.) shall be prohibited with the exception of compliance with the City of Muskego Weed Ordinance, agricultural purposes and the removal of dead, diseased or dying vegetation at the discretion of Land Owner, or silvicultural thinning upon the recommendation of a forester or naturalist; (d) grazing by domesticated animals (i.e., horses, cows, etc.) shall be prohibited; (e) the introduction of plant material not indigenous to the existing environment of the preservation area shall be prohibited; (f) ponds may be permitted subject to the approval of the City of Muskego, and, if applicable, the Wisconsin Department of Natural Resources and the Army Core of Engineers; and (g) construction

of buildings is prohibited. No alteration, modification, excavation, fill in or planting shall occur in any area of the Subdivision not designated as a Lot to be utilized for Dwelling purposes.

2.13 GROUND FILL ON BUILDING SITE

Where ground fill is necessary on any Lot to obtain the proper topography and finish ground elevation, it shall be ground fill free of waste material, and shall not contain any environmentally hazardous or noxious materials of any kind. All fill materials shall be graded and contoured in accordance with the Master Site Grading Plan approved by and on file with the City of Muskego. During construction of a Dwelling, adequate measures shall be undertaken to comply with applicable erosion control laws, statutes and ordinances.

2.14 SWIMMING POOLS

No above ground pools are permitted. No in ground swimming pool shall be erected, altered or modified without the prior written approval of the Architectural Control Committee and the City of Muskego (each acting independently and in their sole discretion) given after review of such plans and specifications as said Committee and City deems necessary. All plans shall denote offsets, landscape treatments and proposed fencing. All swimming pools shall be enclosed by a decorative fence no less than four feet in height or as otherwise required by the City of Muskego.

2.15 GRADING

2.15.1 All Submissions to the Architectural Control Committee shall include a topographical survey and/or building stake-out survey prepared by a registered land surveyor approved by the Architectural Control Committee. Such survey(s) shall depict the size and location of the proposed Dwelling, Lot drainage, identify

the proposed finished ground grade and garage floor grade and other grades on the Lot and on such adjacent Lots as required by the Architectural Control Committee.

- 2.15.2 Each Lot shall be graded to harmonize with the finished or proper grade of adjoining Lots and the final decision regarding such grading shall be made by the Architectural Control Committee.
- 2.15.3 Following Architectural Control Committee approval of the proposed Dwelling, grade and drainage plan Submissions, the applicant may submit the Submissions to the City of Muskego for its review and approval or denial.
- 2.15.4 Final grading of a Lot shall be completed within six months following the date of occupancy permit issuance.
- 2.15.5 Where retaining walls are required on a Lot by the Architectural Control Committee, such walls shall be completed as part of the final grading.
- 2.15.7 The grading of Lots shall not alter the existing drainage patterns and shall not impede the flow of storm water. All grading shall be done so as not to cause harm or intrusion of any wetland, lowland or flood plain area, either directly or indirectly.

2.16 NUISANCES AND PROHIBITIONS

- 2.16.1 No noxious or offensive odor or noisy, dangerous or annoying activity or condition shall be permitted to exist in, on or about any Dwelling or Lot, which is, or may become, an annoyance or nuisance to any other Lot or Lot Owner, or which may have a significant effect on the value of any Lot in the Subdivision.

- 2.16.2 Burning of leaves, garbage, refuse, or any other material is prohibited. Portable outdoor fireplaces, gas grills and charcoal grills are allowed provided that they do not violate Section 2.16.1 hereof.

- 2.16.3 No building or construction material shall be stored on any Lot outside of a Dwelling or garage, other than during periods of actual construction or remodeling and then only for as long as reasonably necessary therefor.

- 2.16.4 Each Lot Owner shall perform such periodic maintenance as necessary to keep the Lot, Dwelling and other Improvements in a neat and clean appearance, including without limitation, the mowing of grass and removal of weeds, leaves and debris.

2.17 ADDITIONAL CONSTRUCTION PROCEDURES

All construction on a Lot shall be completed in full compliance with all laws, statutes, ordinances, rules and regulations of any governmental entity with jurisdiction over the Subdivision. By way of illustration, and not limitation, no filling of wetlands shall be permitted and all erosion control measures shall be strictly observed. Additionally, each Lot Owner during construction of a Dwelling, shall be responsible for insuring that (I) no construction debris is permitted to accumulate

on any Lot and/or be in any way stored or deposited on any other Lot and (ii) no damage is caused to any of the public improvements installed by DEVELOPER or third party. All construction debris shall be kept in appropriate receptacles and removed as expediently as possible. Each Lot Owner shall indemnify and hold harmless DEVELOPER and each other Lot Owner for any failure to comply with the provisions of this Section 2.17. Such hold harmless and indemnity shall include any and all claim, loss or liability, including reasonable attorney's fees and any imposition of penalty, forfeiture or assessment by the City of Muskego.

2.18 SIGNS

No sign of any kind shall be placed or displayed on any Lot, except (i) one temporary sign of not more than three feet (3') in length and two feet (2') in height advertising the Lot or Dwelling for sale, or (ii) political signs (not more than two (2) in number) in support of a person or persons running for political office provided that any such sign(s) not exceed three (3) feet in length and two (2) feet in height. No political sign shall be placed or displayed on any Lot earlier than thirty (30) days prior to the applicable election, and all such signs shall be removed no later than seven (7) days following the applicable election.

2.19 ANIMALS AND PETS

2.19.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and cats may be kept so long as not kept, bred or maintained for any commercial purpose nor in any unreasonable manner. No more than two (2) dogs and/or two (2) cats may reside upon any Lot. No outside kennel, dog house or dog run is allowed. Except for bird feeders the feeding of wild animals is not permitted.

2.19.2 No Lot Owner shall knowingly keep or harbor any vicious dog which has a propensity to or which may assault a person peacefully walking or riding on public roads, or while lawfully on the premises of such a dog, or elsewhere in the Subdivision. Dogs and other pets shall not be permitted to run at large, but shall be kept on the premises of the Owner unless they are under the control of the Owner or a responsible person.

2.19.3 Any dog that habitually howls, barks, or yelps, must be brought under control of the keeper to the elimination of such disturbance of the peace.

2.20 WATER SUPPLY

Each Dwelling shall be required to install individual wells unless otherwise mandated by the City of Muskego.

2.21 SEWAGE DISPOSAL

Each Dwelling shall be connected to the City of Muskego sewer system and no septic tank or individual sewage system shall be permitted within the Subdivision.

2.22 GARBAGE AND REFUSE DISPOSAL

2.22.1 No trash, garbage, refuse and or debris of any kind shall be maintained on a Lot except on a temporary basis in sanitary containers either inside the garage or outside in sanitary containers or receptacles adjacent to the Dwelling, suitably screened from view from streets and adjoining Lots. Each Lot Owner shall observe any and all statutes, laws, ordinances or other rules or regulations of

governmental entities with jurisdiction over the Subdivision respecting the separation and disposal of all rubbish, garbage and waste.

2.22.2 Outside incinerators are not permitted.

2.23 WIRES, ANTENNAS AND ELECTRICAL TRANSFORMERS

2.23.1 All utility wiring (including without limitation, service lines to individual Dwellings) shall be installed underground unless otherwise permitted by the Architectural Control Committee prior to such installation. No Dwelling or other structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot, between the utility company's secondary pedestals and the Dwelling or other structure on any Lot, shall be paid by the Owner of said Lot.

2.23.2 No satellite dish or antenna may exceed one (1) meter in diameter or diagonal measurement, or such lesser diameter or diagonal measurement from time to time promulgated by the Federal Communications Commission which is in effect at the time that the satellite dish or antenna is installed. No satellite dish or antenna may be visible from a public right of way in the Subdivision. The placement of satellite dishes and antenna shall be approved by the Architectural Control Committee.

2.24 FENCES AND WALLS

- 2.24.1 No fence or wall of any height shall be permitted on any Lot except upon the prior approval of the Architectural Control Committee and, if required, the City of Muskego, provided, however, that in no event shall any proposed fence or wall be permitted to extend into the minimum front setback line specified in Section 2.6.
- 2.24.2 No person shall place any fence, wall, hedge or shrub planting, or permit the same to remain on any area embodied within a triangle formed by the intersection of two street property lines and the line joining such lines at points twenty-five (25) feet from such intersection, which obstruct sight lines at elevations between two (2) and six (6) feet above the roadway, except that trees may be planted and permitted to remain in such areas as long as the foliage line thereof is maintained at sufficient height to prevent obstruction of such sight lines.

2.25 LANDSCAPING

- 2.25.1 All landscaping will be completed within one (1) year of occupancy of the Dwelling. Landscaping shall include the area between the lot line and the edge of the street pavement. Each Lot Owner owning a Lot that abuts North Cape Road is responsible for compliance with the Landscape Easement and Landscape Easement requirements, if any, promulgated by the City of Muskego.
- 2.25.2 No plantings shall be permitted in the existing or proposed drainage swales, easements or rights of ways.

- 2.25.3 No existing healthy tree, with a diameter of six inches or more (and a height of four feet or more from the ground) beyond ten feet from the approved Dwelling location shall be moved, removed or destroyed in any way, other than upon the prior written approval of the Architectural Control Committee, and all existing trees shall be protected during periods of construction and grading as may be required by said Committee.
- 2.25.4 Each Lot Owner shall be required to plant a minimum of one (1) tree in the front yard of the Lot and a minimum of one (1) tree in the back yard of the Lot, each of which shall be a minimum of two and one-half inch (2 1/2") caliper at a height of four feet (4') above grade.
- 2.25.5 Each Lot Owner shall abide by Street Tree Plans and Landscape Plans applicable to the Subdivision, if any, promulgated by the City of Muskego.

2.26 ELECTRICAL CONNECTION BOX

Any electrical connection box in a front or side yard shall be screened from view from the street with landscaping (not deciduous plantings) at least equal to the height of said box.

2.27 TEMPORARY STRUCTURES, OUTSIDE VEHICLE STORAGE

- 2.27.1 Temporary soft surfaced structures such as tents, screened gazebos and children's inflatable swimming pools may only be placed behind the Dwelling on a Lot provided that any such structure is moved no less than once per week.

2.27.2 Except as provided in Section 2.27.1, no temporary structure or vehicles herein defined, including, without limitation, snowmobiles, trail bikes, dune buggies, mini-bikes, go-karts, all terrain vehicles, trailers, mobile homes, boats, motor homes, shacks, shanties, utility structures, garages, other outbuildings, or commercial vehicles of any kind, (including, semi-trailer tractors, dump trucks, delivery trucks, vans or construction pickup trucks or vehicles) or similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise or during a temporary period of construction or remodeling upon a Lot.

2.27.3 No automobiles or other passenger vehicles shall be parked outside of the garage except on a temporary basis.

2.28 MOTORIZED VEHICLES

No motorcycles, dirt bikes, mini-bikes, go-karts, all terrain vehicles, snowmobiles, trail bikes, dune buggies, off street motorized vehicles, recreational vehicles or other recreation motorized vehicles of any kind shall be operated on a Lot, driveway, parking area or open space within the Subdivision except for the necessary transportation of those vehicles to and from the Subdivision on the public street system. No maintenance of motorized vehicles described in this section 2.28 shall occur on any Lot except for routine or minor maintenance (i.e. washing, waxing, oil changes, tire replacement, etc.).

2.29 LIGHTING

Each Lot shall have one light post in the front yard, replacement of which shall be approved by the Architectural Control Committee. In no event will any Lot or Dwelling be permitted the use of mercury vapor lighting. Outdoor lighting installations shall be approved by the Architectural Control Committee, but in no event shall outdoor lighting installation be closer than three feet (3') to an abutting property line, exceed fifteen feet (15') in height and shall be adequately shielded or hooded so that no excessive glare or illumination is cast upon adjoining properties.

2.30 EASEMENTS

2.30.1 The Lots subject to these restrictions shall be subject to any easements granted or hereafter to be granted by the DEVELOPER or its successors and assigns to the City of Muskego and easements granted or hereafter to be granted for the erection and maintenance of electric power lines and telephone lines, gas or other utilities upon, under or over portions of any Lot.

2.30.2 Where easements for the installation and maintenance of utilities and drainage facilities are reserved on a Lot, there shall be no structure, planting or other material placed, or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a utility company is responsible.

2.31 COMPLIANCE WITH GREATER RESTRICTIONS

Compliance with all applicable land use and building codes and regulations of the City of Muskego and other governmental agencies having jurisdiction over the Subdivision, and with all restrictions appearing on the Final Plat of the Subdivision is required, except that when the requirements of this Declaration exceed the requirements of such codes, regulation or restriction, then there must be compliance with this Declaration.

2.32 TITLE REVERSION

No violation or breach of any covenant, condition, restriction or other provision of this Declaration shall cause a reversion of title.

ARTICLE 3

ARCHITECTURAL CONTROL COMMITTEE

3.1 MEMBERSHIP

3.1.1 The Architectural Control Committee referred to in this Declaration shall be composed of three (3) persons designated by DEVELOPER, and said persons or their successors shall serve until such time as no Lot designated for a Dwelling in the Subdivision is owned by DEVELOPER. When DEVELOPER no longer owns any portion of the Subdivision, a three-member Architectural Control Committee shall be elected from among the Lot Owners by the Homeowners Association at a general meeting of said Association's members to be held within six (6) months following the sale of the last Lot in the Subdivision owned by DEVELOPER. The newly formed Architectural Control Committee shall serve a two (2) year staggered term (one Committee Member having a one-year term and two

Committee Members having a two-year term) with an election of one Committee Member or two Committee Members, as the case may be, at the annual meeting of the Homeowners Association.

3.1.2 When the DEVELOPER has sold each and every Lot in the Subdivision, any obligation of the DEVELOPER to Lot Owners shall cease.

3.1.3 Neither DEVELOPER, nor any duly appointed Architectural Control Committee Member shall be entitled to receive any compensation for services performed pursuant to or in furtherance of this covenant.

3.2 SUBMISSION FOR APPROVAL; PROCEDURE

3.2.1 Any approval required by this Declaration from the Architectural Control Committee shall be in writing. The decisions of such Committee with respect to enforcement of these Restrictions shall be final and binding upon all parties. The Committee shall have the right to refuse to approve any such Submissions which in the conclusive and absolute judgment of a majority of its Members, are not in conformity with these restrictions, this Declaration, said Committee's interpretation of this Declaration or not desirable aesthetically, or for any other reasons. In passing upon Submissions, the Committee may take into consideration among other things, the suitability of the proposed Dwelling, structure or improvement or the design, elevation and the materials of which such Dwelling, structure or improvement is to be constructed on the proposed Lot; the harmony thereof with the surrounding Dwellings, structures or improvements, and

the view from adjacent Lots. All decisions of the Committee on said matters shall be final and binding. The Committee shall have the right to waive minor infractions or deviations from these Restrictions in cases of hardship.

3.2.2 In the event the Architectural Control Committee fails to act upon any Submissions or other written request for approval within thirty (30) days after submission of all Submissions and other documents as may be requested by the Architectural Control Committee, requested approval shall thereby automatically be granted.

3.2.3 Upon request, the DEVELOPER or its duly authorized representative, shall furnish a statement of the name and address of the person(s) to whom Submissions, documents and other requests for approval are to be submitted for consideration by said Committee, with submission to the person so designated constituting submission to the Committee. If the DEVELOPER or its designated representative shall fail to meet the aforementioned designation, submission to the DEVELOPER shall constitute submission of the same to the Committee.

ARTICLE 4

COMMON AREAS AND HOMEOWNERS ASSOCIATION

4.1 OWNERSHIP, MAINTENANCE AND INSURANCE FOR COMMON AREAS

(a) Each Lot Owner shall own an equal undivided interest in the Common Area(s) of the Subdivision. No Owner shall at any time transfer ownership of his or her Lot without

simultaneously transferring ownership of the Common Area(s), or transfer his or her interest in the Common Area without simultaneously transferring to the same purchaser all ownership interest in such Owner's Lot. Each Owner shall have the right and opportunity to utilize the Common Area(s) to the same extent as all other Lot Owners.

- (b) Individual Lot Owners shall carry their own liability insurance coverage for Common Area(s). However, nothing shall prohibit the Homeowners Association from also insuring areas which are required by this Declaration to be maintained by said Association.
- (c) Each Lot Owner shall be a member of the Association and shall be entitled to one (1) vote per Lot along with being responsible for the payment of annual dues as established by the Association. The Association shall be responsible for all maintenance of the Common Area(s). If at any time any Common Area(s) is not maintained properly as determined by the City of Muskego, said City may perform all such maintenance and charge back, as a special charge under Wis. Stats. §66.60(16), to each fractional owner a portion of such maintenance costs equal to their respective ownership interests.
- (d) The DEVELOPER shall control the use of Common Area(s) and be responsible for all maintenance and upkeep of the Common Area(s) until the last Lot designated for residential use has been sold. However, individual Lot Owners shall pay their proportionate part of the real estate taxes attributable to such Common Area(s) and any special charges imposed under Wis. Stats. §66.60(16).

4.2 COMMON AREAS

All common areas shall be maintained in essentially the same condition which they currently exist and shall not be developed. All recreational uses of such areas shall be passive in nature (birdwatching, berry picking, hiking, photography, etc.). Active recreational uses such as tennis courts, soccer fields, baseball fields, etc. shall not be permitted. Subject to Section 4.1(d) above, the Association shall control all common areas, including but not limited to, their use, mowing of weeds and periodic cleaning, reconstruction and maintenance of existing ditches as necessary, consistent with these Deed Restrictions and may limit uses to the extent it deems such limitations necessary or appropriate. Under no circumstances shall any Lot Owner mow, cut trees, or otherwise conduct any land disturbance or maintenance activities within the common areas unless authorized in writing by the Association to do so or as directed by the City of Muskego. Further, each Lot Owner shall in all ways comply with all restrictions promulgated by the Army Core of Engineers, Wisconsin Department of Natural Resources, the City of Muskego and the Association dealing with limitations upon use of land within wetland areas.

4.3 HOMEOWNERS ASSOCIATION

Prairie Meadows Subdivision Homeowners Association, Inc. (the "Association") shall be established as follows:

- (a) The Association shall be established as a Non-Stock, Not-for-Profit Corporation or a Non-Stock, Not for Profit Association. Membership in the Association shall pass with title to each Lot.
- (b) The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant Lot in the

Subdivision is owned by DEVELOPER, DEVELOPER shall be entitled to appoint the Board of Directors.

- (c) Each Lot Owner in the Subdivision shall be subject to and responsible to pay assessments imposed by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on such Lot as provided by Wis. Stats. §779.70. It is a duty of the Association to raise sufficient funds through its dues assessment power prescribed herein and in the Association's organizational documents to support all costs that are deemed reasonably necessary for the performance of the Association's functions.
- (d) The initial Articles of Incorporation and By-laws of the Association shall contain such additional provisions as DEVELOPER may deem appropriate at the time of establishment of the Association.

ARTICLE 5

MISCELLANEOUS

5.1 TERMS OF DECLARATION

This Declaration shall constitute a covenant running with the property described in Section 1.1.1 hereof, and shall be binding for a period of twenty-five (25) years from the date the Declaration is recorded with the Waukesha County Register of Deeds upon all Lot Owners and any other persons claiming under or through the DEVELOPER. After the expiration of such initial twenty-five (25) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument terminating this Declaration, executed by the Owners of at least seventy-five (75%) percent of all Lots subject hereto, upon approval of the City of

Muskego, in which event the Declaration shall terminate upon the expiration of the initial or renewal term then in effect at the time of recording of such instrument of termination.

5.2 AMENDMENTS TO DECLARATION

5.2.1 This Declaration may be amended at any time and in any respect by recording with the Waukesha County Register of Deeds an instrument to the effect executed as follows, provided however, that any provisions contained herein which are promulgated by the City of Muskego or in which the City of Muskego does or may have a legal interest, cannot be amended without the formal written consent of the City of Muskego:

- (a) by the DEVELOPER prior to DEVELOPER's sale of its final Lot in the Subdivision to amend this Declaration for the purpose of correcting scrivener's or other error or for the purpose of advancing the best interests of the Subdivision and Lot Owners upon approval by the City of Muskego when necessary, the determination of what constitutes "best interests" to be determined by Developer in its sole discretion;
- (b) if deemed appropriate by DEVELOPER, by the DEVELOPER and the Lot Owners of at least fifty-one percent (51%) of the Lots in the Subdivision not owned by the DEVELOPER, so long as DEVELOPER continues to own any Lot(s) in the Subdivision, upon approval where necessary by the City of Muskego; or
- (c) by the Lot Owners of at least seventy-five percent (75%) of the Lots in the Subdivision, following the initial conveyance by the DEVELOPER of all Lots in the Subdivision, upon approval where necessary by the City of Muskego.

5.2.2 Notwithstanding anything contained in Section 5.2.1 above, to the contrary, DEVELOPER specifically acknowledges that no amendment may be made concerning Section 2.5 hereof except with the prior written approval of the Homeowners Association. In addition, no amendment pursuant to Section 5.2.1 above may occur which would in any way terminate the Architectural Control Committee's right to enforcing the minimum square foot requirements set forth in Section 2.5. hereof unless written consent is given by the Homeowners Association to said amendment, or which would terminate the ability of Lot Owners to elect members to the Architectural Control Committee following the initial conveyance by the DEVELOPER of all Lots in the Subdivision.

5.2.3 DEVELOPER acknowledges that there shall not be any future redivision of the property described in Section 1.1.1 without the express written consent of the Homeowners Association.

5.2.4 Proposed amendments to this Declaration shall be provided to the City of Muskego for review prior to recording with the Waukesha County Register of Deeds. The City of Muskego shall be provided with a copy of all recorded amendments to this Declaration.

5.3 GOVERNING RULES AND CONFLICT

All Lots and Lot Owners are subject to all rules, codes, regulations and ordinances of the City of Muskego, the County of Waukesha, the State of Wisconsin, and the federal government, and the Articles of Incorporation and bylaws of the Homeowner's Association. In the event of a conflict between such rules codes, regulations, ordinances, Articles of Incorporation and bylaws and the

provisions of this Declaration, the most restrictive provision shall apply.

5.4 ENFORCEMENT OF DECLARATION

5.4.1 Except as heretofore and hereinafter stated, this Declaration may only be enforced by DEVELOPER and/or the Architectural Control Committee during such time as DEVELOPER owns any Lots within the Subdivision and, thereafter, by the Architectural Control Committee. Such enforcement may be by appropriate proceedings at law and/or in equity to restrain and/or recover damages for any violation or threat of violation of any provision hereof. To the extent a Lot Owner is found to have violated any provision or term hereof, such Owner shall be responsible for all costs of enforcement including attorney's fees as incurred in such action.

5.4.2 If any Lot Owner shall file a written petition with the Architectural Control Committee for commencement of legal proceedings to restrain and/or recover damages for any violation or threatened violation of the Declaration and the Architectural Control Committee thereafter fails to act upon or refuses to act in accordance with such petition within a period of thirty (30) days after filing of the petition, then such Lot Owner may commence any action or proceeding within a period of six (6) months after filing such petition (provided that the one (1) year limitation period contained in Section 2.4.4 hereof has not expired), to restrain and/or to recover damages from a violation or threatened violation of this Declaration as described in such petition.

5.5 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration for any reason, by judgment or court order, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all which shall remain in full force and effect for the term of this Declaration.

5.6 CITY REVIEW

The reviewing of this Declaration by the City of Muskego shall not be construed or otherwise imply that the City approved of its terms and content.

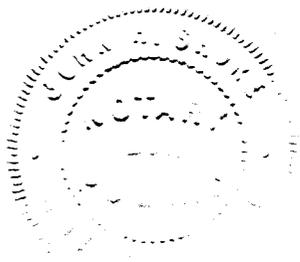
IN WITNESS WHEREOF, the DEVELOPER has caused this document of restrictions and covenants to be executed and signed this 20th day of January, 2003, which shall be the effective date of this document.

PRAIRIE MEADOWS ESTATES LLC, a Wisconsin limited liability company

By: Luann M. Lang
Luann M. Lang, Managing Member

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

Personally came before me this 20th day of January, 2003, the above named Luann M. Lang to me known to be such person who executed the same.



[Signature]
Notary Public, State of Wisconsin
My commission is permanent.