

**Declaration of Conditions,
Covenants and Restrictions**

DANE COUNTY
REGISTER OF DEEDS

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Name and Return Address:

**Attorney John W. Van Note
Mohs, MacDonald, Widder &
Paradise
20 N. Carroll Street
Madison, WI 53703**

See Exhibit "A"
(Parcel Identification Numbers)

Document Drafted By:
John W. Van Note
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

Declaration of Conditions, Covenants and Restrictions

Part A

PREAMBLE AND ASSOCIATION MATTERS

This Declaration made as of the date listed below, by Gorman & Company, Inc., a Wisconsin corporation (hereinafter "**Developer**").

WHEREAS, Developer is the owner of real property located in Dane County, Wisconsin and further described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

WHEREAS, Developer desires to provide for the maintenance and enhancement of property values, amenities, environment and opportunities in said Development, and for the preservation of the properties and improvements thereon, as well as for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

WHEREAS, to the above end Developer desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has thought it desirable for efficient maintenance and preservation of the values of said Development to create an association to which should be delegated and assigned the powers administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents; and

WHEREAS, Developer has incorporated Prairie Creek Homeowners Association, Inc., a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**"); and

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

A-1) Definitions.

A) "Association" shall mean and refer to Prairie Creek Homeowners Association, Inc., a Wisconsin non-stock corporation, and its successors and assigns.

B) "Developer" shall mean and refer to Gorman & Company, Inc., a Wisconsin corporation, or its successor and assigns.

C) "Lot" or "Lots" shall mean and refer to one or more of the platted lots described in Exhibit "A", now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become members of the Association. The terms "Property" or "Properties" shall be synonymous with the terms "Lot" or Lots." If a Lot is further

divided in any lawful manner (including subjecting a Lot to the condominium form of ownership), each such lawfully subdivided parcel shall be deemed a Lot.

D) "Maintenance Committee" shall mean the maintenance committee referred to in the Storm Water Agreement.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Lots. A purchaser of any of said Lots by land contract shall be referred to as "Owner" instead of the land contract vendor.

F) "Occupant" shall mean and refer to the occupant of any of the Lots who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

G) "Book of Regulations" shall mean and refer to a document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors as the same may be from time to time adopted, recorded and/or amended.

H) "Storm Water Agreement" shall mean that certain Storm Water Management System Maintenance Agreement between the Developer and Town recorded at or about the same time as this Declaration.

A-2) Membership and Voting Rights.

A) **Members.** Each Owner of a Lot shall be a member of the Association. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment by the Association. Tenants of Lots who are not Occupants shall not be members of the Association. To the extent that Developer owns any Lot, Developer shall be a member of the Association until such ownership terminates.

B) Voting Rights.

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-2(B)(2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner, or in cases where there is more than one Owner, by all Owners of the Lot.

A-3) Covenant for Maintenance and Assessments.

A) **Creation of the Lien and Personal Obligation of Assessments.** The Developer hereby covenants, and each Owner by acceptance of the deed thereof, whether or

not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- 1) Annual general assessments or charges. The annual general assessment shall be \$100 per Lot unless changed by the Association.
- 2) Such special assessments as may from time to time be imposed as hereinafter provided.
- 3) A one time impact fee of \$200, payable by the Owner upon the conveyance of each Lot by the Developer to the Owner.

Assessments may be imposed for any of the following purposes:

- i) To pay for the costs and expenses of publishing a periodic newsletter or other, similar publication and a neighborhood directory and updates thereof;
- ii) To defray the reasonable expenses of running the Association, including, but not limited to costs and expenses required by the Storm Water Agreement;
- iii) To pay legal and other fees, charges and expenses incurred in connection with enforcing this Declaration and exercising and enforcing the rights, powers and duties of the Architectural Control Committee.
- iv) To pay the cost of maintaining any common areas or amenities which the Association is lawfully obligated to maintain (collectively the "**Common Areas**").

All such assessments, together with interest thereon and the actual costs of collection thereof as hereinafter provided, shall be a charge on each Lot and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof, shall also be the personal obligation of the Owner at the time when the assessment is made. Notwithstanding the foregoing, Developer shall not pay assessments on Lots owned by Developer until such time as Developer has turned over control of the Architectural Control Committee to the Association under Section C-8, below.

B) General Assessments.

1) **Purpose of Assessment.** Accrued general assessments levied by the Association shall be used exclusively for the purposes stated above.

2) **Basis for Assessment.** Subject to the above limitation, each Property which has been certified for occupancy by the appropriate governmental entity shall be assessed at a uniform rate to the Owner. That is, each Lot shall be assessed the same amount as any other Lot, regardless of size or use.

3) **Maximum Annual Assessment.** For each calendar year in which the Association is in existence, the Board of Directors shall set the annual assessment by majority vote of the Directors. The Board shall set the date(s) such assessment shall become due. In the event a majority cannot be obtained for fixing the assessment, the prior year assessment shall be deemed adopted. The assessment may be changed by a majority vote of

the Members who are voting in person or by proxy at a general meeting or a special meeting duly called for this purpose.

C) Date of Commencement of Annual Assessments. Developer shall not impose or collect annual assessments against or from any Owner, not the Developer, who has taken title to a Lot unless and until Developer has conveyed 25% of all of the Lots in the subdivision to Owners who are not the Developer. At that time, annual assessments shall commence on the first day of the first complete calendar month following Developer's conveyance to an Owner who is not the Developer of Lots constituting 25% of all Lots in the subdivision. After assessments have commenced, the initial annual assessment on any assessable property shall be prorated on a calendar year basis to the date of conveyance of a Lot to an Owner who is not the Developer.

D) Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest from its due date at a percentage rate, to be set by the Board for each assessment, but in any case no greater than 18% per annum. If the Board fails to set such interest rate, it shall be deemed to be 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property. The Association may bid on the Lot at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. In the event the Association retains an attorney to collect any sums due hereunder, the Association shall be entitled to collect, and to make a part of its lien, actual attorney fees and costs of collection incurred by the Association in connection therewith.

E) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

F) Exempt Property. The following Lots subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

1) All Properties exempted from taxation by state or local government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

G) Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all amendments to this Declaration will be met.

H) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a written statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount described in the statement.

I) **Assessments by the Town Pursuant to the Storm Water Agreement.** The Owners of all Lots shall be liable to the Association and Town of Windsor for any assessments levied by the Association, the Maintenance Committee or the Town of Windsor pursuant to the Storm Water Agreement for each Lot Owner's prorata share of any assessment made pursuant to the Storm Water Agreement.

J) **Windsor Sanitary District No. 1.** Notice is hereby given that the Development (including all of the Lots) is located in Windsor Sanitary District No. 1. Nothing in this Declaration shall restrict Windsor Sanitary District No. 1 from making assessments against any Lot in the Development.

Part B

CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) **Land Use And Building Type.** The Lots contained within the Property shall be used for the purposes set forth in Exhibit "B," attached hereto and incorporated herein by reference. With respect to those Lots identified in Exhibit "B" as Single Family Residential Lots, no building shall be erected, altered, placed or permitted to remain on any such Single Family Residential Lot other than one (1) detached single family dwelling unit not to exceed two and one-half stories in height. With respect to those Lots identified in Exhibit "B" as Duplex Lots, no building shall be erected, altered, placed or permitted to remain on any such Duplex Lot other than one (1) two-family structure containing not more than two (2) dwelling units not to exceed two and one-half (2½) stories in height. With respect to those Lots identified in Exhibit "B" as 4-Unit Lots, no building shall be erected, altered, placed or permitted to remain on any such 4-Unit Lot other than one (1) detached building containing not more than four (4) dwelling units, which building shall not exceed two and one-half (2½) stories in height.

Each dwelling unit located on a Single Family Residential Lot shall have a private garage of not less than two (2) or more than four (4) cars attached to or located in a lower level of the dwelling unit. The garage on a Single Family Residential Lot shall have a maximum of three (3) garage doors, regardless of the number of garage stalls constructed on the Lot. Each dwelling located on a Duplex Lot shall have a private garage for two (2) cars attached to or located in the lower level of each dwelling unit located on the Duplex Lot. 4-Unit Lots shall have surface parking as required by applicable zoning ordinances. All garage doors shall have a design that is consistent with the architectural style for the building of which it is a part.

The size of a dwelling unit to be constructed on a Lot shall not be less than the minimum size set forth on Exhibit "C," attached hereto and incorporated herein by reference.

All construction on a Lot must be completed within nine (9) months from issuance of a building permit except for construction items, such as landscaping, which may be delayed due to weather. When vacant, all Lots shall be maintained in a neat and clean manner, free of refuse and noxious weeds and all Lots shall be regularly mowed.

B-2) Architectural Controls. No building shall be erected, placed or altered on any Lot until the construction plans, specifications, elevations showing the location and design of all structures and a landscaping plan (collectively the "**Plans**") have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations and color schemes on adjacent Lots. Approval shall be as provided below. The dimensions of front, side and rear yards shall be as required under applicable zoning codes.

B-3) Dwellings And Landscaping. The landscaping to be installed on all Lots in Phase I must meet or exceed the landscaping requirements set forth in Exhibit "D," attached hereto and incorporated herein by reference. The structure and the minimum landscaping requirements shall be fully completed and a certificate of occupancy obtained within nine (9) months after issuance of a building permit. All driveways shall be of poured concrete, decorative brick or pervious pavers and shall be installed within nine (9) months after the issuance of a building permit for the residential home to be constructed on a lot. No outbuilding or accessory building of any nature shall be erected on any Lot. A family garden may be located within the rear yard provided it does not exceed 5% of the total Lot size and is maintained in a clean and orderly condition.

Except as provided below, no natural or prairie lawns are permitted. Rear yards may be planted with grass seed or sodded. All front and side yards shall be sodded. All landscaping and yards shall be maintained on a regular seasonal basis, including regular lawn mowing during the lawn growing season. Maintenance of all improvements on a Lot is the responsibility of the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping and lawn areas in a healthy, attractive, neat and clean condition. As applied to the Duplex Lots identified in Exhibit "B," the requirements in this Section B-3 shall be applied on a per dwelling unit basis.

An Owner may, with the advance written consent of the Committee, install a natural prairie lawn or a rain garden ("**Prairie Lawns**" and "**Rain Garden**" respectively), subject to any conditions imposed upon the same by the Committee, compliance with all governmental rules, regulations and ordinances, and the following conditions. Prairie Lawns shall not exceed five (5') feet in height. Prairie Lawns shall be a mixture of prairie grass and prairie flowers, regularly maintained by the Owner so as to minimize weeds and other unsightly conditions. Prairie Lawns shall be planted and maintained in accordance with sound landscape maintenance practices. The Committee reserves the right to require Owners to remove Prairie Lawns that are not properly maintained or which become unsightly and detrimental to the neighborhood.

Rain Gardens may be installed by Owners as a bio-retention system dealing with rain water runoff from paved areas and other impervious surfaces, in accordance with plans approved by the Committee. The Owner shall maintain records of installation, inspections,

cleaning and other maintenance, all in accordance with all applicable governmental ordinances, rules, and regulations, including rules and regulations promulgated by the Committee from time-to-time. Visual inspection of the Rain Garden system shall be performed, at a minimum, annually. Maintenance shall be required when the system shows standing water beyond 72 hours of the rain event. Maintenance shall consist of removal of sediment, two (2') foot undercut, undercut replacement with material consisting of one-third topsoil, one-third compost, and one-third sand, and restoration in kind. Restoration of plant material shall be by plugging, not seeding alone. Any alterations to an approved Rain Garden shall be approved by the Committee. The Committee reserves the right to require an Owner to remove any Rain Garden that is not being properly operated and maintained by the Owner in accordance with this Declaration, rules and regulations adopted by the Committee and all applicable governmental ordinances, rules, and regulations.

The Committee reserves the right to adopt further rules and regulations regarding Prairie Lawns and Rain Gardens as future circumstances require.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, or the Association, as the case may be, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section (A-3), above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

The Association shall create and maintain the Maintenance Committee, as required by the Storm Water Agreement, which Maintenance Committee shall be responsible for complying with all terms and conditions of the Storm Water Agreement.

B-4) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of Equipment in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

B-5) Construction On Adjoining Lots. Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

B-6) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record 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 easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement areas of each Lot, if any, and all improvements located therein, shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage

swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale. Final grading of Lots shall conform to the grading plan approved by the municipality.

B-7) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-8) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently. Notwithstanding the foregoing, the following temporary structures shall be permitted:

i) Developer shall be permitted to maintain a sales trailer on the Development to be used in connection with the sale and marketing of Lots in the Development;

ii) Temporary construction trailers may be maintained on Lots in the Development for use by contractors in connection with construction on such Lots provided said trailers shall be promptly removed after the trailers are no longer needed for such purposes.

B-9) Signs. No sign of any kind shall be displayed to the public view on any Lot except, as approved by the Committee. Signs without regard to size used by the Developer, to advertise the property during the construction and sales period or to identify the subdivision and/or its Developer, are permitted without such approval so long as Developer owns any part of the Property. Notwithstanding the foregoing, for sale signs advertising that the real property on which the sign is located is for sale shall be permitted provided that the size and type of sign utilized by the owner of said Property is in conformance with normal and typical real estate sales industry practices.

B-10) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to four (4) domestic household pets (but not more than three (3) dogs) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No exterior animal enclosure, house, pen, fence or similar device shall be permitted.

B-11) Garbage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Lot.

B-12) Fences. No fences over four (4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by the Committee or its designated approving authority. All fences shall be constructed of wood only. All permitted fences shall be first approved in terms of material and location by the Committee. Fencing is permitted with the prior written approval of the Committee which may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-13) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot. No building erected elsewhere may be moved onto or placed upon any Lot.

B-14) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

B-15) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard or rear yard and screened from street or neighbor view by plantings or a fence approved by the Committee.

B-16) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

B-17) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus (i.e. focused down at the ground) and intensity that such lighting will not disturb the residents of adjacent Lots and minimizes light emissions into the night sky.

B-18) Mailboxes. Mailbox posts serving each home in the neighborhood shall be made of wood or brick, shall be a size and design meeting U.S. Postal Service regulations and approved by the Committee. The design of the mailbox should be included with the Plans, as that term is defined in Section B-2, above.

B-19) Professional or Business Offices. An Owner may use the single family residential home constructed on a Lot for a professional or business office when such office is incidental to the principal use as a single family residence, is less than three hundred (300) gross square feet in area, the business is conducted without an identification sign or label displayed on the Lot or building and the business is conducted without any outside employees. Any professional or business office or use on a Lot which does not comply with the foregoing conditions is prohibited.

B-20) Street Trees. Street trees will be planted by the Developer and will be maintained by the Owner of the Lot on which such street tree(s) are located.

B-21) Swimming Pools. Above ground swimming pools are prohibited.

B-22) Subdivisions. No Lot may be further subdivided, without the advance written consent of the Committee and the Town of Windsor.

Part C

ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership. From time-to-time hereafter, Developer shall appoint the members of the Committee who initially, during the term of Developer's control of the Association, may be employees or other affiliates of Developer, or third parties with an interest in and skills related to the work of the Committee, including an architect, engineer or other person with specialized knowledge that will be of assistance to the Committee and the

performance of its duties hereunder. A majority of the Committee may designate a representative to act for it. In the event of the death of any member of the Committee, the remaining members shall have full authority to designate a successor. All inquiries to the Committee shall be addressed as follows:

Prairie Creek Architectural Control Committee
C/o Gorman & Company, Inc.
1244 South Park Street
Madison, Wisconsin 53715

The Committee as appointed from time-to-time shall serve for the time period specified in paragraph C-8, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control.

A) No structure, whether residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a Lot), satellite dish, flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless the Plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Plans, shall include (i) two (2) sets of drawings and written specifications of the proposed buildings and improvements showing the building footprint, floor plans including square footages, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fences and wall details; and (ii) two (2) sets of landscaping and site plans identifying proposed grades and landscaping including a narrative description of how the Owner will comply with the landscaping requirements set forth in this Declaration. Two (2) copies of such Plans as finally approved shall be deposited with the Committee. The Committee may, but shall not be required to, issue written design guidelines (the "**Design Guidelines**") as an aid to Owners, contractors and architects, in the preparation of the Plans which are to be submitted to the Committee for the Committee's approval. The Committee reserves the right to change, in the sole exercise of its discretion, the Design Guidelines from time-to-time, as it shall see fit, and without the advice or consent of any other party. Any change in the Design Guideline shall not be applied retroactively to any improvement previously approved by the Committee for a Lot.

B) Whether or not stated in the Design Guidelines, all building colors shall be limited to natural earth tones, unless a different color is approved by the Committee. A copy of preferred color palettes shall be provided to buyers and builders upon request.

C) Vinyl and aluminum siding is restricted to rear and side elevations, and up to 70% of the front elevation. Brick, stucco, stone, organic material or "hardiplank" is required on the remainder of the front elevation. Front projections (such as the garage) and the sides of the house shall be properly transitioned from natural materials to vinyl with a return of the natural material to avoid a veneer appearance at the front of the house.

D) The same model of building, including a model of building that is significantly similar to an existing building, cannot be built (i) adjacent to, (ii) directly across the street from, or (iii) diagonal of, an existing structure.

C-3) Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall have complete discretion to review, approve, grant variances to or otherwise act with respect to Plans submitted to it for review pursuant to the terms of this Declaration.

C-4) Procedure. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$75.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address: Architectural Control Committee, Attn: Justin Nelson, c/o Gorman & Company, Inc., 1244 South Park Street, Madison, Wisconsin 53715.

C-6) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present in its opinion a particularly pleasing appearance compatible with other houses in the development.

C-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when construction of the principal structure on each Lot is completed on ninety (90%) percent of all Lots in the Development (the "**Relinquishment Date**"). As used herein, the phrase "construction is completed" shall mean that a certificate of occupancy for the principal structure on the Lot has been issued by the Town of Windsor or the principal structure on the Lot is actually occupied and is being used for the purpose for which it was constructed. At such time as Developer turns over control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

Part D
GENERAL PROVISIONS

D-1) Term. This Declaration shall run with the Property and shall be binding on Developer and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

D-2) Enforcement. The Architectural Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

D-3) Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

D-4) Amendment. At any time until the Relinquishment Date, Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant or any other party, including the Association. Thereafter, this Declaration may be amended by majority vote of the members of the Association, taken at a meeting of such members duly called pursuant to the By-Laws of the Association. Notwithstanding the foregoing, any rights of the Town of Windsor, or its successor, may not be amended or terminated without its permission. Provisions which may not be amended or changed without the consent of the Town of Windsor include, but are not limited to, Sections B-3, B-6 and B-22, hereof.

[SIGNATURES ON FOLLOWING PAGE]

Exhibit "A"

The Property

Lots 1-141, inclusive, Prairie Creek Subdivision, Town of Windsor,
Dane County, Wisconsin.

Tax Parcel Numbers:

068-0910-293-9002-0
068-0910-293-9503-0
068-0910-293-8102-0
068-0910-293-8503-0
068-0910-293-9002-0

EXHIBIT "B"

Lot Uses

<u>Use</u>	<u>Lot Numbers</u>
Single Family Residential Lots	1 through 119, inclusive, and 125 through 141, inclusive
Duplex Lots	123 and 124
4 Unit Lots	120, 121 and 122

* Developer may redesignate Lot Uses by amendment to this Declaration.

EXHIBIT "C"

Minimum Dwelling Unit Sizes

<u>Type</u>	<u>Minimum Square Footage</u>
One Story	1,500 sq. ft.
Two Story	1,850 sq. ft.
Split Level	1,500 sq. ft.

<u>Type</u>	<u>Minimum Square Footage</u>
Duplex	Not to exceed 65% of the total square feet of land area of the Lot
4-Unit	Not to exceed 75% of the total square feet of land area of the Lot

EXHIBIT "D"

Landscaping Requirements

I. Single Family Residential Lots Shall Be Subject to the Following Landscaping Requirements:

- A) Minimum of not less than two (2) conifers of not less than 5 feet in height.
- B) Minimum of not less than one (1) shade tree, having a trunk diameter size of not less than 2.5 inches.
- C) Minimum of not less than eight (8) foundation plantings consisting of 18"-24" high deciduous and 3'-4' high conifer shrubs.

II. Duplex Lots Shall Be Subject to the Following Landscaping Requirements:

- A) Minimum of not less than three (3) conifers of not less than 5 feet in height.
- B) Minimum of not less than two (2) shade trees, having a trunk diameter size of not less than 2.5 inches.
- C) Minimum of not less than sixteen (16) foundation plantings consisting of 18"-24" high deciduous and 3'-4' high conifer shrubs.

III. 4-Unit Lots Shall Be Subject to the Following Landscaping Requirements:

- A) Minimum of not less than four (4) conifers of not less than 5 feet in height.
- B) Minimum of not less than two (2) shade trees, having a trunk diameter size of not less than 2.5 inches.
- C) Minimum of not less than sixteen (16) foundation plantings consisting of 18"-24" high deciduous and 3'-4' high conifer shrubs.