

DECLARATION OF RESTRICTIONS

FOR

PRAIRIE WIND FARM SUBDIVISION

RECORDED 9/5/02 DOCUMENT NO. 2841179

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY LIMITED PARTNERSHIP is a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at W240 N1221 Pewaukee Road, Waukesha, Wisconsin (herein referred to as "Developer," which term shall include Siepmann Realty Corp. as the duly authorized agent of Developer). Developer is the owner of Lots 1 through 73, inclusive, and Outlots 1 through 9, inclusive, in PRAIRIE WIND FARM Subdivision, being a subdivision of Outlot 1, Block 18 Hartridge Addition No. 6 lying in the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 7 North, Range 18 East; part of the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 7 North, Range 18 East; and part of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 7 North, Range 18 East in the Town of Delafield and Village of Hartland, Waukesha County, Wisconsin, (herein referred to as "PRAIRIE WIND FARM") and intends to establish a general plan for the use, occupancy and enjoyment of PRAIRIE WIND FARM, and in furtherance of the general purpose set forth in Section A, below, does hereby declare for the mutual benefit of present and future owners of lands in PRAIRIE WIND FARM and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), that:

Developer owns certain real property which is described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct PRAIRIE WIND FARM Subdivision, a subdivision for single family residences consisting of 73 lots and other related improvements. By this Declaration, Developer intends to submit such property and other improvements to certain easements, rights,

restrictions, and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements.

NOW, THEREFORE, Developer, as fee owner of such property, by this Declaration (i) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such property; and (ii) that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Developer, its successors and assigns, and all subsequent owners and occupants of all or any part of such property.

A. GENERAL PURPOSE

The general purpose of this Declaration is to promote the harmonious development of PRAIRIE WIND FARM into a residential district of the highest quality while protecting the natural beauty and quality of the environment. In addition, this Declaration is to help insure that PRAIRIE WIND FARM will become and remain an attractive community; to preserve the open space within PRAIRIE WIND FARM; to guard against the erection therein of poorly designed or proportioned structures; to obtain harmonious use of materials; to insure the highest and best residential development of the property; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for high quality improvements while remaining sensitive to preserving the natural environment and thereby maintain and enhance the value of investments made by purchasers of properties in PRAIRIE WIND FARM.

B. BUILDING RESTRICTIONS

1. Lots 1 through 24, 31 through 50, and 52 through 73

(a) Lots 1 through 24, inclusive, 31 through 50, inclusive, and 52 through 73, inclusive, in PRAIRIE WIND FARM are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) of two thousand three

hundred (2,300) square feet and with an attached garage which will accommodate at least two cars.

(b) The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed at the same time as the residence. The maximum size of the garage shall conform to Town of Delafield (hereinafter referred to as the "Town") ordinances. Garage entrances must be on the side of the building.

(c) The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, solid wood siding, wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof, Hardiplank siding, or their equivalents. Certain artificial stone products may be allowed if specifically approved by Developer. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted, except on soffits. Soffits, but not fascias, may be made of the siding materials permitted above and aluminum or vinyl. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the walls above.

(d) All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one-story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer. All roofs having an appropriate pitch shall be covered with either wood shakes or textured dimensional shingles in a "weatherwood" color.

(e) The residence and attached garage, a sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be completed within one year of the start of construction.

(f) Only one residence may be erected on a lot.

(g) The minimum setback from any abutting street right-of-way is 50 feet, except for Lots 4 through 8, inclusive, on which the minimum setback from the abutting

street is 60 feet. The minimum side yard offset is 20 feet. The minimum rear-yard is 20 feet, except for Lot 46 and Lots 55 through 61, inclusive, on which the minimum rear yard is 50 feet.

(h) Each lot shall conform to such open space requirements as may be adopted from time to time by the Town. As of the date of this Declaration the sum of the area covered by improvements (house, garage, driveways, walks, decks, patios swimming pools, etc.) must not exceed 25 per cent of the lot area.

2. Lots 25 through 30 and 51

(a) Lots 25 through 30, inclusive, and Lot 51 in PRAIRIE WIND FARM are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) as specified in Paragraphs (i) through (iv) below, and with an attached garage which will accommodate at least two cars.

(i) The minimum size of a one-story residence shall be 1700 square feet on the first floor.

(ii) A story and one-half residence shall have a minimum of 2000 square feet on the upper two floors.

(iii) A two-story residence shall have a minimum of 2000 square feet on the upper two floors.

(iv) A tri-level residence shall have a minimum of 2000 square feet on the upper two floors.

(b) The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed at the same time as the residence. The maximum size of the garage shall conform to Village of Hartland (hereinafter referred to as the "Village") ordinances.

(c) The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, solid wood siding, wood waferboard products of the

type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof, Hardiplank siding, or their equivalents. Certain artificial stone products may be allowed if specifically approved by Developer. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted, except on soffits. Soffits, but not fascias, may be made of the siding materials permitted above and aluminum or vinyl. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the walls above.

(d) All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and on-half residence. All one-story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by developer. All roofs having an appropriate pitch shall be covered with either wood shakes or textured dimensional shingles in a "weatherwood" color.

(e) The residence and attached garage, a sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be completed within one year of the start of construction.

(f) Only one residence may be erected on a lot.

(g) The minimum setback from any abutting street right-of-way shall be as depicted on the Final Plat of PRAIRIE WIND FARM. The minimum side yard offset is 15 feet on one side and 10 feet on the opposite side. The minimum rear yard is 25 feet.

3. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the PRAIRIE WIND FARM Homeowners Association, created pursuant to Section C, below.

4. All building plans and the exterior design of each building to be constructed, added to or modified and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. Developer's approval shall be based upon the building and use restrictions contained in this Section B and the

Guidelines for Plan Approval for PRAIRIE WIND FARM Subdivision, which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity.

5. Basic site features such as fences (which shall be of a decorative style; in no event will chain link or privacy fences be allowed), decks (which shall only be constructed of wood or certain artificial wood products if specifically approved in writing by Developer), gazebos, pool houses, swimming pools (which must be in-ground), retaining walls (which shall only be constructed of natural stone, wood timbers or certain artificial stone products if specifically approved in writing by Developer) berms more than 3 feet in height and other temporary or permanent structures or elements contributing significantly to the total environmental effect of PRAIRIE WIND FARM are subject to the prior written approval of Developer. Children's outdoor playground equipment and play structures shall be allowed provided that any part of such equipment or structure that is an enclosure must be approved in writing by Developer prior to installation. Dog kennels are allowed provided that they are located immediately behind the house or garage with any fences screened from view by adequate landscaping. Following such time that a principal residence has been constructed upon each lot in PRAIRIE WIND FARM, Developer may, but shall not be obligated to, delegate to the PRAIRIE WIND FARM Homeowners Association Committee the approval authority contained in this Paragraph. Such approval authority, if delegated, shall exclude the authority to approve additions or modifications to buildings constructed in Prairie Wind Farm. Such additions and modifications shall remain subject to the prior written approval of Developer. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

6. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric post lamp with an unswitched photoelectric control. The design of the post lamp shall be uniform throughout PRAIRIE WIND FARM and subject to the approval of the Developer. The Owner shall maintain the post lamp in a proper operating manner. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the PRAIRIE WIND FARM Homeowners Association specifying the violations of

this Paragraph 6, the Owner shall be subject to a penalty of not more than \$10.00 per day from the date of notice until the date the condition has been rectified. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided in Paragraphs C.13(e), C.13(f), and C.13(h), below.

7. The design and location of each mailbox/newspaper box shall be uniform throughout PRAIRIE WIND FARM and subject to approval of the Developer.

8. There shall be no satellite dish antennas having a diameter in excess of 24 inches, no outbuildings and no above-ground swimming pools. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure located next to the home or attached garage to minimize the noise and visibility to adjoining properties. A different location may be allowed in special circumstances if approved in writing by Developer.

9. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from the application thereof, if, in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of PRAIRIE WIND FARM, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the Developer.

10. Each Owner must adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the Town or Village Engineer, as applicable, on file in the office of the Town and Village Clerks. The Developer and/or the Town and Village and/or their agents, employees or independent