

Document Number

Second Amendment to the Declaration
of Restrictions and Covenants
for Prairie Ridge Residential
Development & By-laws of Prairie
Ridge Homeowners Association, Inc.



D D C U M E N T

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RECORDED
At Kenosha County, Kenosha, WI 53140
Louise L. Principe, Register of Deeds
on 12/07/2009 at 3:33PM
98W53800 \$45.00

JENF

RECORDED

Recording Area

Name and Return Address
J. Michael McTernan, Esq.
O'Connor, DuMez, Alia & McTernan, S.C.
6633 Green Bay Road
Kenosha WI 53142

45-

See Attached Lists (Three Pages)
Parcel Identification Number (PIN)

**SECOND AMENDMENT
TO THE DECLARATION
OF RESTRICTIONS AND
COVENANTS FOR
PRAIRIE RIDGE
RESIDENTIAL
DEVELOPMENT AND BY-
LAWS OF PRAIRIE RIDGE
HOMEOWNERS
ASSOCIATION, INC.**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Restrictions and Covenants for Prairie Ridge Residential Development (hereafter the "Declaration") for Prairie Ridge Residential Development, (hereafter the "Association") and By-Laws of Prairie Ridge Homeowners Association, Inc. (hereafter the "By-Laws"), which Declaration was recorded on March 12, 1998, as Document Number 1086730 in the Office of the Recorder of Deeds of Kenosha County, Wisconsin, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to amend several covenants of the Declaration; and

WHEREAS, pursuant to Article VIII, Section 8.1 of the Declaration, for the first fifteen years following the date the Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment executed by Owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer, or its successors and assigns shall own any Lots. Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration. Pursuant to Article VIII, Section 8.5(b), the Milwaukee Archdiocese shall have the right to review and comment on any changes or amendments to this

**This document prepared by and after
recording to be returned to:**

David M. Bendoff, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

Declaration.

WHEREAS, pursuant to Article VIII of the By-Laws, the By-Laws may be modified or amended by the vote of at least sixty-seven percent (67%) percent of the authorized votes of all the Members, such vote to be taken at a meeting of the Members duly held for such purposes. Further, any amendment to the By-Laws which, in the opinion of the Village of Pleasant Prairie, would impair the ability of the Prairie Ridge Commercial Owners Association, the Owners or other entity to perform the duties and obligations as set forth in the Declaration and Restrictive Covenants, shall only become effective upon approval by the Village of Pleasant Prairie.

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that the required consents and approvals for the amendment were received and said instrument has been approved, by the Unit Owners having, at least seventy-five percent (75%) of the total vote as required by Article VIII, Section 8.1 of the Declaration, and at least sixty-seven percent (67%) percent of the authorized votes of all Members as required by Article VIII of the By-Laws, as evidenced by the affidavit and the attached petitions of said owners; and

WHEREAS, an affidavit signed by a representative of the Milwaukee Archdiocese is attached hereto as Exhibit C, certifying that the Milwaukee Archdiocese has reviewed and made comment on the amendment as provided in Article VIII, Section 8.5(b) of the Declaration.

WHEREAS, an affidavit signed by an officer of the Village of Pleasant Prairie, is attached hereto as Exhibit D certifying that the Village of Pleasant Prairie has reviewed and approved the amendment as provided in Article VIII of the By-Laws.

NOW, THEREFORE, the Association hereby declares that Article III, Section 3.1, of the Declaration, Article III, Section 3.2 of the Declaration, Article III, Section 3.6 of the Declaration, Article III, Section 3.7 of the Declaration, Article III, Section 3.10 of the Declaration, Article III, Section 3.12 of the Declaration, Article IV, Section 4.1 of the Declaration, Article VI, Section 6.9 of the Declaration, Article VII, Section 7.2 of the Declaration, be and are hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

3.1 General Purpose. The Properties are subject to the Covenants to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color scheme; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to

secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; to restrict the installation of a fence upon a Lot (except with regard to a maintenance-free aluminum wrought-iron style fence no more than six (6) feet around in-ground pools in compliance with the Village of Pleasant Prairie ordinances and landscaping installed with the prior approval of the Board or ACC), and in general, to provide adequately for a high type and quality of improvement in the Property, and thereby to enhance the value of investments made by purchasers of Lots.

Acceptance of Dedications, Restrictive Covenants and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration.

Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the Stormwater Detention Areas, Entry Monuments and their related landscaping and lighting elements, Planting and Landscape Areas, landscaping within the cul-du-sac islands and medians, and street trees (all as described below). Nothing contained herein shall constitute waiver by the Developer to subsequently assess the costs of all, or portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single family residential purposes as defined by the Village of Pleasant Prairie (hereinafter, "Village") zoning ordinance. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, single-family dwelling not exceeding two (2) stories or thirty-five (35) feet (plus attic) in height, and a private attached garage for not less than two (2) cars. No above-ground pools shall be permitted upon a Lot except that a temporary pool may be installed so long as it is removed within the same season. Owners who desire to install an in-ground pool must submit plans and specifications identifying the type and size of the pool, along with the accompanying landscaping and fencing for prior approval by the Board or ACC. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser or a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.6 Completion. All construction of dwellings and other incidental structures shall be completed within one year from the date of commencement of construction. Pavement of driveways, construction of walkways, landscaping (except topsoil & grass) shall be completed within one year from issuance of a FINAL occupancy permit from the Village. ~~issuance of an occupancy permit from the Village.~~

3.7 Easements/Dedications/Obligations.

(a) Certain Easements affecting the Property are recorded on the final plat for Prairie Ridge in the Office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant or any other restriction granted (and/or retained) by the Developer on such final plat or hereinafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, storm water drains, gas mains, water pipe and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of Prairie Ridge and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvement be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas) are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, Prairie Ridge and/or the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefore by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(b) Entry Monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments" and are located at each entrance of the Subdivision. ~~on Lot 1 and Lot 49, on Outlots 8 and 24 near the intersection of 104th Avenue and 79th Street and on Outlots 5 and 6 near the intersection of 79th Street and 100th Avenue.~~ Easements coextensive with the areas shown on the final plat as Dedicated Entry Monument Easements located within such Lots/Outlots have been dedicated, given, granted and conveyed by the Developer to the Association for the purposes of placing, constructing, installing and maintaining Entry Monuments all in accordance with the Village approved plans and for related ingress and egress. The Developer, its successors, assigns and successors-in-title thereof shall

be relieved of any maintenance obligations with respect to such areas only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the above-mentioned areas. The Entry Monuments structures and their related landscaping elements shall remain the property of the Association.

(c) ~~Developer has constructed a berm of varying heights across the westerly 35 feet of along all Lots located on the perimeter of the subdivision adjacent to the roadside Lots 1, 11, 12, 13 and 49, Outlots 5 and 6 and on those portions of Outlet 8 adjacent to 79th Street in the area designated as a Restricted Planting, Landscape Area and Vehicle Non-Access Area.~~ An easement coextensive with these areas and contained on the above-mentioned Lots (also as shown on the final plat) has been dedicated, given, granted, and conveyed to the Association for purpose of access to and maintenance of such areas which are to be used for the planting and installing of trees, shrubs and other landscape materials and all related ingress and egress, grading, replacement, alteration and maintenance activities. These easements shall be exclusive except for the coextensive easements granted on the final plat and other future, roadway, street, driveway or other such use as approved by the Village. These areas within the Property shall be landscaped in accordance with the Master Landscaping Plan by the Developer (the Master Landscaping Plan is on file with the Village and is made a part of this Declaration); however the failure of the Developer to do so shall not relieve any Lot Owner of the obligations imposed by this covenant set forth herein and as also contained on the final plat. Upon completion of the installation of trees, shrubs and other landscaping materials, no vehicular access through or over such area shall be permitted except as permitted by the Village for roadway, street, driveway or other such uses as agreed upon by the Village and Developer. After the trees, shrubs and other landscaping materials have been planted and installed in such areas, the Owners of each such Lot or portion thereof containing such area shall maintain the planting and landscaped areas (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) in accordance with the Master Landscaping Plan as an aesthetically pleasing landscaped screening area. The Association and its Members shall be bound by the abovementioned covenants and the easements, dedications and restrictive covenants as are contained in final plat forever. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above-mentioned areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lots or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

Each and every Owner of Lot shall be responsible for the costs of installing the required landscaping on their Lot in accordance with a detailed landscaping plan which

has been reviewed and approved, in writing, by the ACC and in accordance with the Landscape Standards attached and made a part hereto in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details..

The Owners of all Lots with berms ~~Lots 1, 11, 12, 13 and 49~~ may install and maintain additional landscaping on the ~~"East" sides of the berm~~ created within the Restricted Planting, Landscape and Vehicle Non-Access Area on their Lot provided that the Owner shall be solely responsible for maintaining landscaping not originally placed by Developer or the Association. Prior to any additional landscaping on such berms, an Owner must have the landscape plan approved by the ACC and the Village.

~~The Owners of Lots 1-49~~ The Association shall have the obligation of maintaining (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) the landscaping elements in the cul-de-sac islands ~~within West Ridge Drive and 83rd Place and in the entry islands in 82nd Street~~ Pleasant Prairie Estates Subdivision in accordance with the Master Landscaping Plan approved by the Village. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lot or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

The Association shall be responsible for the maintenance (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) of the street trees contained within the area between the roadway and the Lots. The Developer, its successors, assigns and successors-in-title and the Owners of Lots 1-49 thereof shall be relieved of any maintenance obligations with respect to such street trees to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the street trees.

3.10 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

No vehicle, truck, trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time, without prior written approval of the Board of Directors. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses or vehicles other than private passenger cars, station wagons, public safety cars (i.e., police or fire cars), or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

No external antennas, including satellite dishes, excepting satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.12 Lamps. At such time as a dwelling is constructed on a Lot, the owner of such Lot shall purchase from the Developer and install one outdoor electric lamp post, with photo eye, ~~wired direct to the Owner's electrical panel~~. The lamp post shall be installed within the boundaries of the Lot near the intersection of the front Lot line and the proposed (or completed) driveway, as approved by the ACC. The lamp must be set to remain lit from dusk until dawn.

4.1 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one vote in the Association for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as Developer, or its successors and assigns, shall own one or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer or its successors and assigns. When Developer, or its successors and assigns, no longer owns one or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot to be sold by Developer, whichever occurs last, Developer shall promptly select three Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter shall consist of five (5) consisting of three members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one year or until their successors have been duly elected. At the first annual meeting of the members occurring after the date of recording of this amendment, the three (3) candidates receiving the highest number of votes shall be elected to serve as members of the Board for a term of two (2) years, and the two candidates receiving the next highest number of votes shall be elected to serve as members of the Board for a term of one (1) year. Upon expiration of the terms of the Directors so elected at the first annual meeting occurring after the date of recording of this amendment, and at each annual meeting thereafter, Directors shall be elected to serve as members of the Board for a term of two (2) years. The members of the Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in

the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six months from the date of its execution.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on 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. If the assessment levied against any Lot remains unpaid for a period of 60 days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute. The Association shall be entitled to recover all costs, including court costs and attorney's fees, related to collection of unpaid assessments.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns and/or the Village in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages as set forth in this Declaration;
- (d) Performance of these covenants by the Developer and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer or the Village describing such default. In such event the defaulting Owner shall be liable to the Developer or the Village for the actual costs (plus 15% for overhead) related to or in connection with performing these covenants; and
- (e) The manner provided for in Section 12.10 below.

Any attorneys' fees and court costs incurred by the Association arising out of a default by any Owner, his tenant, invitee or guest in the performance of any of the provisions of the Declaration, By-Laws, rules and regulations or any applicable statute or

ordinance shall be added to, and deemed a part of, his respective share of the common expense.

NOW, THEREFORE, the Association hereby declares that Article I, Section 5 of the By-Laws, Article II, Section 1 and 2(b) of the By-Laws, Article III, Section 1(c) of the By-Laws, Article III, Section 1(c) of the By-Laws, Article V, Section 2 of the By-Laws be and are hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):,

By-Laws

Article I, Section 5

Office. The office of the Association and of its Board of Directors shall be located at 19275 W. Capitol Drive, Brookfield, WI 53045, in Waukesha County, or at such other location in Wisconsin as the Board of Directors may from time to time determine or the address of the Secretary of the Association.

Article II, Section 1

Number and Qualification. The affairs of the Association and of the Premises shall be governed by the Board of Directors. Until election of a new Board of Directors by the Members pursuant to Article III, section 1(c) of these By-Laws, the Board of Directors shall consist of such three persons as shall have been designated by V. K. Development Corporation (the "Corporation") in the Articles of Incorporation of the Association. Thereafter the Board of Directors shall be composed of ~~three~~ five (5) persons, each of whom shall be an Owner. At the first annual meeting of the members occurring after the date of recording of this amendment, the three (3) candidates receiving the highest number of votes shall be elected to serve as members of the Board for a term of two (2) years, and the two candidates receiving the next highest number of votes shall be elected to serve as members of the Board for a term of one (1) year. Upon expiration of the terms of the Directors so elected at the first annual meeting occurring after the date of recording of this amendment, and at each annual meeting thereafter, Directors shall be elected to serve as members of the Board for a term of two (2) years.

Article II, Section 2(b)

(ii) adopt and publish rules and regulations, in addition to but not in conflict with those contained in the Declaration and Restrictive Covenants, including fees, if any, governing the use of the Common Areas, Lots and facilities, if any, and the conduct of the Members and their guests thereon;

Article III, Section 1(c)

(c) ~~Thereafter the annual meetings of the Members shall be held at 7-p.m. on the first Monday of August on an annual basis between April 1 and May 15th with notice indicating the date, time and location sent to Owners no later than ten (10) days and no more than thirty (30) days prior to the date of the annual meeting. of each succeeding year.~~ At such meetings the Board of Directors shall be elected by ballot of the Members in accordance with the requirements set forth herein. The Members may transact such other business at such meetings as may properly come before them.

Article V Section 2. Payment of Common Expenses.

(a) All Owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of the Declaration at such time or times and in such manner as the Board of Directors shall determine. A late charge of up to ~~\$20~~ \$50.00 per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than five days after payment is due and which late charge is in addition to the other charges set forth in the Declaration.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Kenosha County, Wisconsin.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 19th DAY OF OCTOBER, 2009.

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 49 and Outlots 1, 2, ~~3~~, 4 and 7 in PRAIRIE RIDGE, being a subdivision of part of the N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$, S.E. $\frac{1}{4}$, and S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$, the N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$, S.E. $\frac{1}{4}$, and S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$, the N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$, S.E. $\frac{1}{4}$, and S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, and the N.W. $\frac{1}{4}$ and the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 8, town 1 North, range 22 East, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Lots 50 through 216 and Outlots 25, 26, 27 and 28 in PRAIRIE RIDGE ADDITION NO. 1, being a redivision of Outlots 3 and 8, same being located in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, town 1 North, range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 2 of Certified Survey Map No. 2266, recorded in the Kenosha County Register of Deeds as Document No. 1232944, and being a part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 8, township 1 North, range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT C

MILWAUKEE ARCHDIOCESE
AFFIDAVIT AS TO APPROVAL

I, Rev. Donald H. Thimm, do hereby certify that I am a representative
of the Milwaukee Archdiocese and my position is Pastor, St. Anne Catholic Church

I further certify that the attached Amendment to the Declaration and By-laws for the
Prairie Ridge Residential Development has been reviewed by the Milwaukee Archdiocese.

Donald H. Thimm
Title Pastor, St. Anne Catholic Church

Dated at Pleasant Prairie, Wisconsin this 27 day of October, 2009.

Signed and sworn to before me this
27 day of OCT, 2009.

[Signature]
Notary Public, State of Wisconsin

Exp.: 10/3/10

Gino M. Alia

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, PAULA AIDE, do hereby certify that I am the duly elected and qualified secretary for the Prairie Ridge Residential Development, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration and By-Laws for the Prairie Ridge Residential Development, obtained by the required consents and approvals for the amendment were received and said instrument has been approved, by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for the specific purpose to vote on the Amendment, in accordance with the provisions of Article VIII, Section 8.1 of the Declaration and Article VIII, Section 1 of the By-Laws.


Secretary

Dated at Pleasant Prairie, Wisconsin
this 19th day of October, 2009.

Signed and sworn to before me this
19 day of Oct, 2009.

Louise L. Principe
Notary Public, State of Wisconsin

Exp.: 3-7-10

Louise Principe

EXHIBIT D

VILLAGE OF PLEASANT PRAIRIE
AFFIDAVIT AS TO APPROVAL

I, THOMAS G. SHIRCEL, do hereby certify that I am a representative of the Village of Pleasant Prairie and my position is ASSISTANT PLANNER.

I further certify that the attached Amendment to the Declaration and By-Laws for the Prairie Ridge Residential Development has been approved by the Village of Pleasant Prairie, Wisconsin.

Dated this 5 day of NOVEMBER, 2009.



Title: ASSISTANT PLANNER

Signed and sworn to before me this
5th day of November, 2009.

Janice L. Petrovic
Notary Public, State of Wisconsin
Exp.: 04-03-11



**PRAIRIE RIDGE SUBDIVISION
NE, NW, SW, SE QUARTERS, SECTION 8, T1, R22
PLEASANT PRAIRIE 1999
PLAT #5745**

LOT 1	91-4-122-083-0401	LOT 31	91-4-122-083-0431
LOT 2	91-4-122-083-0402	LOT 32	91-4-122-083-0432
LOT 3	91-4-122-083-0403	LOT 33	91-4-122-083-0433
LOT 4	91-4-122-083-0404	LOT 34	91-4-122-083-0434
LOT 5	91-4-122-083-0405	LOT 35	91-4-122-083-0435
LOT 6	91-4-122-083-0406	LOT 36	91-4-122-083-0436
LOT 7	91-4-122-083-0407	LOT 37	91-4-122-083-0437
LOT 8	91-4-122-083-0408	LOT 38	91-4-122-083-0438
LOT 9	91-4-122-083-0409	LOT 39	91-4-122-083-0439
LOT 10	91-4-122-083-0410	LOT 40	91-4-122-083-0440
LOT 11	91-4-122-083-0411	LOT 41	91-4-122-083-0441
LOT 12	91-4-122-083-0412	LOT 42	91-4-122-083-0442
LOT 13	91-4-122-083-0413	LOT 43	91-4-122-083-0443
LOT 14	91-4-122-083-0414	LOT 44	91-4-122-083-0444
LOT 15	91-4-122-083-0415	LOT 45	91-4-122-083-0445
LOT 16	91-4-122-083-0416	LOT 46	91-4-122-083-0446
LOT 17	91-4-122-083-0417	LOT 47	91-4-122-083-0447
LOT 18	91-4-122-083-0418	LOT 48	91-4-122-083-0448
LOT 19	91-4-122-083-0419	LOT 49	91-4-122-083-0449
LOT 20	91-4-122-083-0420	OUTLOT 1	91-4-122-083-0335
LOT 21	91-4-122-083-0421	OUTLOT 2	91-4-122-083-0276
LOT 22	91-4-122-083-0422		
LOT 23	91-4-122-083-0423	OUTLOT 4	91-4-122-083-0450
LOT 24	91-4-122-083-0424		
LOT 25	91-4-122-083-0425		
LOT 26	91-4-122-083-0426	OUTLOT 7	91-4-122-083-0128
LOT 27	91-4-122-083-0427		
LOT 28	91-4-122-083-0428		
LOT 29	91-4-122-083-0429		
LOT 30	91-4-122-083-0430		

PRAIRIE RIDGE ADDITION NO. 1
NE, NW, SW, SE QUARTERS, SECTION 8, T1, R22
PLEASANT PRAIRIE 2000
PLAT #5746

LOT 50	91-4-122-083-0550	LOT 91	91-4-122-083-0591
LOT 51	91-4-122-083-0551	LOT 92	91-4-122-083-0592
LOT 52	91-4-122-083-0552	LOT 93	91-4-122-083-0593
LOT 53	91-4-122-083-0553	LOT 94	91-4-122-083-0594
LOT 54	91-4-122-083-0554	LOT 95	91-4-122-083-0595
LOT 55	91-4-122-083-0555	LOT 96	91-4-122-083-0596
LOT 56	91-4-122-083-0556	LOT 97	91-4-122-083-0597
LOT 57	91-4-122-083-0557	LOT 98	91-4-122-083-0598
LOT 58	91-4-122-083-0558	LOT 99	91-4-122-083-0599
LOT 59	91-4-122-083-0559	LOT 100	91-4-122-083-0600
LOT 60	91-4-122-083-0560	LOT 101	91-4-122-083-0601
LOT 61	91-4-122-083-0561	LOT 102	91-4-122-083-0602
LOT 62	91-4-122-083-0562	LOT 103	91-4-122-083-0603
LOT 63	91-4-122-083-0563	LOT 104	91-4-122-083-0604
LOT 64	91-4-122-083-0564	LOT 105	91-4-122-083-0605
LOT 65	91-4-122-083-0565	LOT 106	91-4-122-083-0606
LOT 66	91-4-122-083-0566	LOT 107	91-4-122-083-0607
LOT 67	91-4-122-083-0567	LOT 108	91-4-122-083-0608
LOT 68	91-4-122-083-0568	LOT 109	91-4-122-083-0609
LOT 69	91-4-122-083-0569	LOT 110	91-4-122-083-0610
LOT 70	91-4-122-083-0570	LOT 111	91-4-122-083-0611
LOT 71	91-4-122-083-0571	LOT 112	91-4-122-083-0612
LOT 72	91-4-122-083-0572	LOT 113	91-4-122-083-0613
LOT 73	91-4-122-083-0573	LOT 114	91-4-122-083-0614
LOT 74	91-4-122-083-0574	LOT 115	91-4-122-083-0615
LOT 75	91-4-122-083-0575	LOT 116	91-4-122-083-0616
LOT 76	91-4-122-083-0576	LOT 117	91-4-122-083-0617
LOT 77	91-4-122-083-0577	LOT 118	91-4-122-083-0618
LOT 78	91-4-122-083-0578	LOT 119	91-4-122-083-0619
LOT 79	91-4-122-083-0579	LOT 120	91-4-122-083-0620
LOT 80	91-4-122-083-0580	LOT 121	91-4-122-083-0621
LOT 81	91-4-122-083-0581	LOT 122	91-4-122-083-0622
LOT 82	91-4-122-083-0582	LOT 123	91-4-122-083-0623
LOT 83	91-4-122-083-0583	LOT 124	91-4-122-083-0624
LOT 84	91-4-122-083-0584	LOT 125	91-4-122-083-0625
LOT 85	91-4-122-083-0585	LOT 126	91-4-122-083-0626
LOT 86	91-4-122-083-0586	LOT 127	91-4-122-083-0627
LOT 87	91-4-122-083-0587	LOT 128	91-4-122-083-0628
LOT 88	91-4-122-083-0588	LOT 129	91-4-122-083-0629
LOT 89	91-4-122-083-0589	LOT 130	91-4-122-083-0630
LOT 90	91-4-122-083-0590	LOT 131	91-4-122-083-0631

LOT 132 91-4-122-083-0632
LOT 133 91-4-122-083-0633
LOT 134 91-4-122-083-0634
LOT 135 91-4-122-083-0635
LOT 136 91-4-122-083-0636
LOT 137 91-4-122-083-0637
LOT 138 91-4-122-083-0638
LOT 139 91-4-122-083-0639
LOT 140 91-4-122-083-0640
LOT 141 91-4-122-083-0641
LOT 142 91-4-122-083-0642
LOT 143 91-4-122-083-0643
LOT 144 91-4-122-083-0644
LOT 145 91-4-122-083-0645
LOT 146 91-4-122-083-0646
LOT 147 91-4-122-083-0647
LOT 148 91-4-122-083-0648
LOT 149 91-4-122-083-0649
LOT 150 91-4-122-083-0650
LOT 151 91-4-122-083-0651
LOT 152 91-4-122-083-0652
LOT 153 91-4-122-083-0653
LOT 154 91-4-122-083-0654
LOT 155 91-4-122-083-0655
LOT 156 91-4-122-083-0656
LOT 157 91-4-122-083-0657
LOT 158 91-4-122-083-0658
LOT 159 91-4-122-083-0659
LOT 160 91-4-122-083-0660
LOT 161 91-4-122-083-0661
LOT 162 91-4-122-083-0662
LOT 163 91-4-122-083-0663
LOT 164 91-4-122-083-0664
LOT 165 91-4-122-083-0665
LOT 166 91-4-122-083-0666
LOT 167 91-4-122-083-0667
LOT 168 91-4-122-083-0668
LOT 169 91-4-122-083-0669
LOT 170 91-4-122-083-0670
LOT 171 91-4-122-083-0671
LOT 172 91-4-122-083-0672
LOT 173 91-4-122-083-0673
LOT 174 91-4-122-083-0674
LOT 175 91-4-122-083-0675
LOT 176 91-4-122-083-0676
LOT 177 91-4-122-083-0677

LOT 178 91-4-122-083-0678
LOT 179 91-4-122-083-0679
LOT 180 91-4-122-083-0680
LOT 181 91-4-122-083-0681
LOT 182 91-4-122-083-0682
LOT 183 91-4-122-083-0683
LOT 184 91-4-122-083-0684
LOT 185 91-4-122-083-0685
LOT 186 91-4-122-083-0686
LOT 187 91-4-122-083-0687
LOT 188 91-4-122-083-0688
LOT 189 91-4-122-083-0689
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LOT 195 91-4-122-083-0695
LOT 196 91-4-122-083-0696
LOT 197 91-4-122-083-0697
LOT 198 91-4-122-083-0698
LOT 199 91-4-122-083-0699
LOT 200 91-4-122-083-0700
LOT 201 91-4-122-083-0701
LOT 202 91-4-122-083-0702
LOT 203 91-4-122-083-0703
LOT 204 91-4-122-083-0704
LOT 205 91-4-122-083-0705
LOT 206 91-4-122-083-0706
LOT 207 91-4-122-083-0707
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LOT 209 91-4-122-083-0709
LOT 210 91-4-122-083-0710
LOT 211 91-4-122-083-0711
LOT 212 91-4-122-083-0712
LOT 213 91-4-122-083-0713
LOT 214 91-4-122-083-0714
LOT 215 91-4-122-083-0715
LOT 216 91-4-122-083-0716
OUTLOT 25 91-4-122-083-0717
OUTLOT 26 91-4-122-083-0718

OUTLOT 28 91-4-122-083-0720

PARCEL 2 of CSM #2266 and
OUTLOT 27 91-4-122-083-0133