

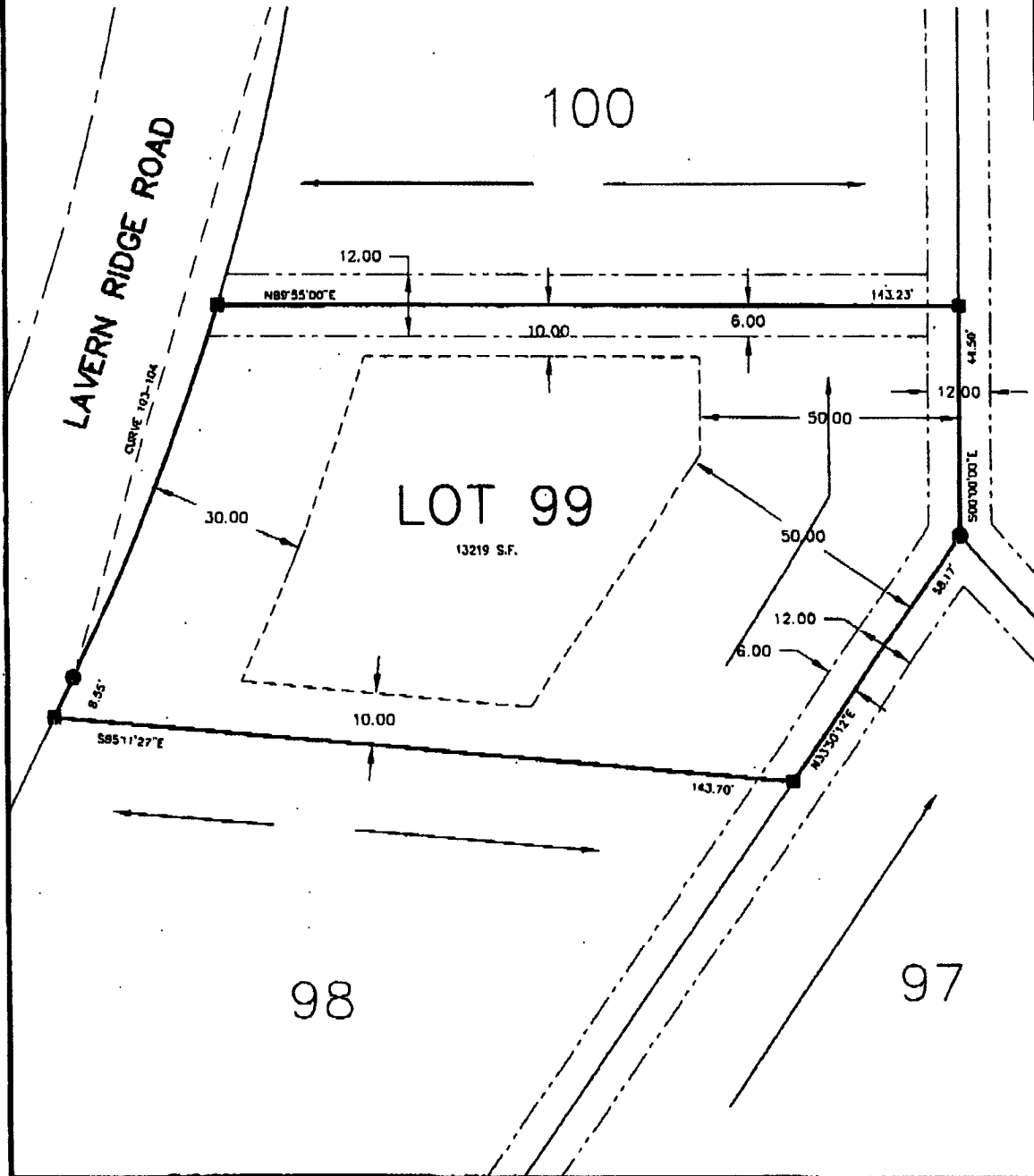
DISCLAIMER:
 THIS MAP IS FOR INFORMATION ONLY, AND IS INTENDED TO SHOW THE LOT DIMENSIONS, EASEMENTS, AND SETBACKS FOR THE INDIVIDUAL LOT, FOR DEVELOPMENT PURPOSES. SOME IMPORTANT INFORMATION MAY BE OMITTED, IT IS THE RESPONSIBILITY OF THE USER TO CHECK LOCAL ORDINANCES AND THE RECORDED PLAT FOR COMPLETE INFORMATION.

FOR CURVE DATA INFORMATION, PLEASE SEE RECORDED PLAT.
 CORNER LOTS ARE NOT SUBJECT TO A REAR SETBACK.



LEGEND

- LOT LINES ————
- EASEMENTS - - - - -
- SETBACKS - - - - -
- FLOW DIRECTION ————
- 3/4" REBAR ■
- 1 1/4" REBAR ●
- STREET SETBACK = 30' FROM RIGHT-OF-WAY
- SIDE SETBACK = 10' FROM LOT LINE
- REAR SETBACK = 50' FROM REAR LOT LINE



**SUTTER'S PRAIRIE RIDGE
 SUBDIVISION
 (PHASE 2)
 LOT 99**



Sheet No. **LOT 99**
 Scale: 1" = 20'
 Dwg. F'n 2809-L07
 Project # 2609

DECLARATION of CONDITIONS, COVENANTS and RESTRICTIONS
for the SUTTER PRAIRIE RIDGE DEVELOPMENT in the
VILLAGE of MT. HOREB, DANE COUNTY, WISCONSIN

For Lots 1 through 75 both inclusive and Lots 88 through 101 both inclusive, of the SUTTER PRAIRIE RIDGE DEVELOPMENT in the Village of Mount Horeb, Dane County Wisconsin.

WHEREAS, the term "Lots," as used herein, shall be deemed to refer to:

Lots 1 through 75 both inclusive and Lots 88 through 101 both inclusive, of the SUTTER PRAIRIE RIDGE DEVELOPMENT in the Village of Mt. Horeb, Dane County Wisconsin.

WHEREAS, the Developer desires to control the use and architecture of each lot, and to obligate the owners of the Lots and such owners' heirs, successors and assigns (the "Owner") to be bound by certain conditions, restrictions and reservations for the benefit of each Owner.

NOW THEREFORE, the undersigned declare and provide that all of the Lots are subject to the following restrictions, covenants and conditions:

1. Architectural Control Committee. The Architectural Control Committee ("Committee") shall be responsible for controlling and enforcing this Declaration.

(a) Subject to the provisions of Paragraph 4 hereof, until such time as the Developer ceases to have title to any Lot subject to this Declaration, the Developer shall be deemed to be the Committee and have sole authority to control and enforce this Declaration.

(b) After Developer ceases to have title to any Lot subject to this Declaration, the Committee shall be comprised of three Owners elected by majority of the Owners holding title to any Lot or Lots subject to this Declaration. The election of said Committee shall be held annually on the second Monday in January of each year at a sight determined by Developer or previous Committee. Vacancies created between elections shall be filled by the remainder of the Committee.

2. Architectural Requirements.

(a) No building shall be erected or placed on any Lot until the Plans, Exterior Specifications, Plot Plan, Landscaping Plan and Elevation showing the location of such building (and its elevation relative to the street) has been approved in writing by the Committee. Furthermore, alteration in exterior appearance of any then existing, buildings, including, without limitations, exterior remodeling and the construction of patios, decks

and swimming pools, shall not be allowed without prior written approval of Committee. Architectural approval by the Committee shall be granted or denied within fifteen (15) days after submission of the complete set of such Plans, Exterior Specifications and Elevations. The Committee's failure to act on such Plans in writing within fifteen (15) days after receipt of the complete set of Plans shall be deemed a rejection of such Plans.

(b) No house shall be erected on any Lot with less than the following square footage:

(i) For single-story houses (including raised ranches), not less than one thousand five hundred (1500) square feet of living space.

(ii) For split-level, bi-level, or two story houses, not less than one thousand seven hundred fifty (1750) square feet of living quarters for the entire structure with main floor having no less than nine hundred fifty (950) square feet. Tri-level home will include the 3 living levels but not the basement area.

For the purpose of determining living area interior stairways and halls shall be included, but open porches and attached garages, basements (finished or not) will not be included.

(c) No building previously erected elsewhere building shall be moved on to any Lot, with the exception of new, prefabricated construction which has been approved by the Committee.

(d) No fencing shall be allowed beyond the front set back of the house. Fencing must be approved in writing by Committee prior to construction.

(e) No wind-powered generator, solar panels, permanent clotheslines poles, exterior radio or television antenna including satellite dishes greater than 36" (inches) in diameter shall be placed on any portion of Lot prior to written approval of Committee.

(f) Within thirty (30) days of completion of any building on any lot, or as soon thereafter as weather permits, the Owner shall comply with the following landscape requirements.

(i) The front yard shall be sodded. This includes street terraces (including corner lots). The balance of the lot shall be either sodded or seeded and mulched to establish lawn and prevent erosion.

(ii) Driveways shall be constructed and maintained from concrete.

(iii) Natural prairie grasses, wild flower, flower bed and garden areas will be restricted to no more than four hundred (400) square feet and be maintained and contained within an area completely surrounded by lawn grasses. Owner is responsible to control all weeds noxious or otherwise on the Owners Lot.

(g) The house exterior shall be completely finished including paint and/or stain within thirty (30) days of occupancy, or as soon as weather will allow. Extensions must be approved in writing by committee prior to deadline.

(h) Each house shall have no fewer than two (2) or more than three (3) automobile Garage Stalls, which shall be attached or contained within the structure.

(i) The committee will not approve any Plans, Designs or Layouts that do not meet the Village of Mount Horeb building or zoning requirements.

(j) Committee may wave any of the specific architectural requirements set forth in this Section 2 (excluding square footage requirement of Section 2, paragraph b.) where such requirement would, in the case under consideration, cause particular hardship to the Owner and where the proposed architecture, in the opinion of the Committee, is appealing and compatible with other houses in SUTTER PRAIRIE RIDGE development.

3. Use Restrictions.

(a) Each Lot shall be used for a single-unit, residential purposes only.

(b) No long-term (in excess of two weeks) storage of campers, trailers, motor homes, boats, semi-tractors and trailers shall be permitted unless kept inside of garages. No cars or other vehicles shall be parked on lawns at anytime.

(c) Accessory buildings (including, but not limited to, trailers, sheds, shacks, barns or other outbuildings) are expressly prohibited.

(d) No noxious or offensive trade or activity shall be carried out on nor shall any be done which may or will become a nuisance to the neighborhood. Nuisances such as (but not limited to) loud noise, excessive or improperly aimed exterior lighting, conspicuous trash or trash containers (other than on night before or day of trash collection) are not allowed.

4. Termination; Amendment. This Declaration shall run with the land and be binding upon all of the Owners of the Lots for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless terminated by two-thirds of the Owners. This Declaration may be terminated or amended at anytime by an instrument signed both by: (a) those people who in the aggregate own the fee simple interest of not less than sixty-six percent (66%) of the Lots; and (b) Developer, so long as Developer owns any Lot.

5. Enforcement. After all Lots are sold by Developer, if any Owner shall violate or attempt to violate any provision of this Declaration during the term of this Declaration, then any other Owners shall have standing to bring proceedings at law or in equity against the Owner violating or attempting to violate any such provision.

6. **Applicable Laws.** All Lots are subject to all applicable zoning laws, ordinances and building codes. If there is any conflict between Declaration and such laws , ordinances or codes, the most restrictive shall control.

7. **Partial Invalidity** Invalidation of any one of these covenants or any part of any covenant by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force and effect.

8. **Assignability.** This Declaration and the rights granted hereunder may be assigned by Developer.

IN WITNESS WHEREOF, Developer has executed this Declaration on this _____ day of _____, 2002

EMERALD RIDGE DEVELOPERS LLC
("Developer")

By James A Sutter Managing Member

By _____