

| | | |
|--|--|--|
| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE 06/19/18 |
| REPORTS & RECOMMENDATIONS | SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE (AT APPROXIMATELY 9200 WEST ST. MARTINS ROAD) (DOUG MILINOVICH, PRESIDENT, PRAIRIE GRASS PRESERVE HOMEOWNERS ASSOCIATION, APPLICANT) | ITEM NUMBER B.8. |

The applicant, on behalf of the Prairie Grass Preserve Homeowners Association, is requesting certain changes to the Declaration of Restrictions for Prairie Grass Preserve recorded document (see attached documents).

It can be noted that in 2004, the developer of Prairie Grass Preserve recorded the Declaration of Restrictions with a requirement that any changes be approved by the Common Council. In 2013, the Homeowners Association asked for an amendment, and the City Attorney recommended that the City only approve the proposed amendment as was necessary to conform with the recorded declaration, without comment on the subject of the amendment.

As such, Department of City Development staff are recommending approval of the proposed only as necessary to conform with the recorded declaration. However, staff would note that one proposed change, #6 on page 4 of the track changes version of the Declaration of Restrictions for Prairie Grass Preserve, proposes a change in sign size from six to eight square feet. It should be noted that Chapter 210-4(2) of the City of Franklin Municipal Code does not allow residential signage to exceed 6 square feet in size, and as such, the City would not allow the proposed 8 square feet in size signage.

COUNCIL ACTION REQUESTED

A motion, (recognizing that Section 15-7.0603 D. of the Unified Development Ordinance provides in part that the purpose of requiring developers to submit deed restrictions and covenants to the City is only to provide for an enforceable method of regulating the maintenance of any common land areas or structures serving the development and any land or structures restricted for such service for the public benefit, which purpose was noted to the Common Council at its meeting on September 21, 2004 when the subject deed restrictions were in part before the Council, and that apparently the developer of Prairie Grass Preserve Subdivision nonetheless recorded a declaration containing an overall approval requirement by the City), to approve the proposed amendment as is necessary to conform with a recorded document, under the circumstances, without comment on the substance of the amendment, other than to indicate that Chapter 210-4(2) of the City of Franklin Municipal Code does not allow residential signage to exceed 6 square feet in size.

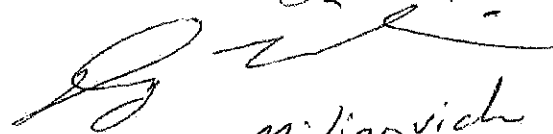
Mr Dietl,

Per your email here is an electronic copy of all relevant paperwork.

As Board President of Prairie Grass HOA I hereby formally request that the City of Franklin Common Council consider this Amendment to the Declaration of Restrictions for approval.

Should you have any questions feel free to call me @ 414-418-9469.

Sincerely,


Doug Milinovich

Amendment 2 Changes Show in Red

DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

KNOW ALL PERSONS BY THESE PRESENTS; that PRAIRIE GRASS PRESERVE, LLC is; a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "*Developer*" which terms shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "*Prairie Grass Preserve*").

PRAIRIE GRASS PRESERVE, being a subdivision of that part of the Southwest Quarter (SW 114) and Southeast Quarter (SE 114) of the Northeast Quarter (NE 114) of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Developer, intending to establish a general plan for the use, occupancy and enjoyment of Prairie Grass Preserve does hereby declare that, for the mutual benefit of present and future owners, Prairie Grass Preserve shall be subject to the following restrictions:

1. **General Purposes** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to preclude, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to insure a quality residential development; to encourage and secure the erection of attractive single-family 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 a high type and quality of improvement in the Development and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development. No warranty or guarantee is given by Developer that such goals will preserve or enhance the value of an investment made in the Development.
2. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of the following:
 - a. Lots 1 thru 30 and Lots 49 thru 54 shall only be Single-Family Lots and shall conform to the building restrictions as outlined in Section 3 of the Declaration.
 - b. Lots 31 thru 48 and 55 thru 65 may be either Single-Family or Duplex Lots and shall conform to the building restrictions as outlined in Section 3 of Section 4 Declaration.
3. **Building Restrictions, Single-Family Lots** The following restrictions are applicable to all single-family lots.
 - a. Only one 1-story, 1 1/2-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.

- b. A single story Residence shall have a minimum of 2000 square feet of living area on the first floor.
- c. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1500 square feet of living area on the first floor of the Residence.
- d. A two-story Residence shall have a combined minimum of 2400 square feet of living area on the first and second floors of the Residence.
- e. A split-level, bi-level or tri-level Residence shall have a combined minimum of 2400 square feet of living area on the upper two floors of the Residence.
- f. Attached garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. Side entry garages are encouraged, and may be required by ~~developer~~ the Prairie Grass Preserve Homeowner's Association (herein referred to as "the Association").
- g. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- h. The minimum setback and offsets shall comply with the R-3 zoning requirements.
- i. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the ~~Developer~~ Association.
- j. All building plans, the exterior design of each building and basic site features such as fences, garden structures, children's play structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the ~~Developer~~ Association in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the ~~Developer~~ Association and Milwaukee Area Land Conservancy prior to installation.
- k. One outdoor electric post-mounted lamp with photoelectric controls and at the discretion of the ~~Developer~~ Association, one mailbox, must be installed on each lot in a location designed by the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the ~~Developer~~ Association. The lot owner must maintain the lamp in a proper operating manner. If the lamp is not maintained, the Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the assessment.

4. **Building Restrictions, Duplex Lots** A "duplex," as referred to herein, is defined as one building with two separate dwelling units therein. The intent of the duplex restrictions is to create a grouping of architecturally correct duplex homes of different style and character that will complement the single family homes permitted in Prairie Grass Preserve Subdivision. To that end, the following restrictions apply:

- a. No building elevations shall be duplicated within the duplex area.
- b. The minimum size of an individual dwelling unit shall be 1450 square feet in area (two units per building).
- c. Minimum architectural requirements shall include the following:
 - (1) 8/12 roof pitch on main roof.
 - (2) Balanced windows on all four elevations.

- (3) Break-up of long roof lines and building planes.
- (4) Window detailing including 5/4" trim or shutters.
- (5) 5 1/2" corner boards. (6) Paneled garage doors.
- d. The minimum setback and offsets shall comply with the R-7 zoning requirement.
- e. The duplex home, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- f. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Developer Association.
- g. Garages must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. One of the two garages must be side entry.
- h. All building plans, the exterior design of each building and basic site features such as landscaping, lighting, fences, garden structures, children's play structures satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Developer Association in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Developer Association and Milwaukee Area Land Conservancy prior to installation.
- i. One outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the Developer Association, one mailbox must be installed on each duplex lot in a location designated by the Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer Association. The lamp must be maintained by the owner of the building or the condominium association, as applicable in a proper operating manner. If the lamp is not maintained, Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the building owner or condominium association payable within ten (10) days after the date of the assessment.
- j. All duplex buildings (containing two dwelling units) shall at all times of occupancy have a minimum of one of the two units occupied by an owner, or his or her immediate family member (hereafter defined to mean mother, father, son or daughter), of the subject real estate. The other unit may be a rental unit. This restriction shall not be construed as not permitting condominium duplexes.

The last sentence of the foregoing paragraph in this subsection (j) is clarified to mean that, while the conversion of a duplex to the condominium form of ownership is not prohibited, no such conversion shall be deemed to create an exemption from the requirements of owner occupancy expressed in such subsection.

5. **Wetlands Preservation** Delineated on the Final Plat of Prairie Grass Preserve are wetlands as mapped by the Developer ("Restricted Area"). The following restrictions apply to these wetlands:
 - a. The lots affected by these wetland restrictions are: 1, 2, 3, 4, 5, 10, 11, 12, 13, 25, 26, 33, 34, 36, 37, 42, 43, 44, 45 and 48.
 - b. Grading and filling shall be prohibited in the Restricted Area. At a location 30' off of the wetland line orange snow fence and silt fence will be installed and maintained until all

landscaping is complete and an established growth of grass is present. At no time for any reason shall this fence line be crossed.

- c. The removal of topsoil or other earthen materials from these Restricted Areas shall be prohibited.
 - d. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited in the Restricted Area, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner or silvicultural thinning or prairie or wetland restoration upon the recommendation of a forester or naturalist and the approval of the City of Franklin.
 - e. Grazing by domesticated animals, i.e., horses, cows, etc. shall not be permitted in the Restricted Area.
 - f. The introduction of plant materials not indigenous to the existing environment of the wetland preservation shall be prohibited in the Restricted Area.
 - g. Construction of buildings or structures within the Restricted Area and 30 foot buffers is prohibited and any alterations to a pre-approved building envelope showing building setbacks will require the full approval of the City of Franklin.
6. **Signs** No sign or banner of any kind may be placed or displayed to public view on any lot, except: 1) One sign not more than ~~six~~ eight square feet advertising the property for sale, and 2) One standard sign (showing the lot owner's name) as may be approved by the City for uniform use in terms of size, design, appearance and location for each lot in the Development, and 3) Such signs as the ~~Developer~~ Association or the City may approve for placement on those lots affected by the entry landscaping for the purpose of advertising Subdivision and 4) Additional signage as may be defined in the Architectural Guidelines For Prairie Grass Preserve.
7. **Lot Grading** Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right but not the responsibility to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same.
8. **Homeowner's Association** An incorporated association of Prairie Grass Preserve ~~the property owners (hereafter "Property Owners") of single-family lots in Prairie Grass Preserve~~ is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Prairie Grass Preserve Homeowner's Association, Inc. and is referred to herein as "***The Association***". The membership of The Association will be comprised of the Property ~~Lot~~ Owners or the authorized agents of the Property ~~Lot~~ Owners in the Development. Members of The Association are referred to herein as the "***Homeowners***". Residents and other lot owners of The Association are encouraged to join Milwaukee Area Land Conservancy, Inc., a U.S. Internal Revenue Code section §501(c)(3) Conservation Organization

("MALC"), as individuals and families at the regular dues rates by signing agreement to the MALC Mission Statement and Standards of Ethical Practice for Natural Area Management. As part of this commitment, MALC's liability insurance for the conservancy area will name The Association as co-insured. Likewise, The Association shall provide liability insurance for all other outlot and common areas naming MALC as co-insured. Annual assessments for combined Property Lot Owners shall include a \$1,625.00 per lot contribution to MALC by the Association, which may be amended from time to time by the Association. The Association shall be entitled to one vote per separate MALC Agreement.

9. **Board of Directors** The Association will be governed by a Board of Directors as defined in the BYLAWS OF PRAIRIE GRASS PRESERVE HOMEOWNERS ASSOCIATION, INC. ~~consisting of three directors.~~ This Board of Directors is referred to herein as **"The Board"**. The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.
10. **Board Meetings** ~~All meetings of the Board will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners except as otherwise provided in the Bylaws. Two (2) members of the Board constitute a quorum. Actions of the Board are by majority vote.~~ All meetings of the Board will be open to owners of platted parcels of real estate and condominium units in the Subdivision ("Homeowners") and may be held after a delivery of written notice to all such persons, sent by U.S. Mail to the property address of record for such parcel with the Treasurer of the City of Franklin, deposited into the mail at least seven days prior to the meeting, or sent by email to the email address provided by a Homeowner to the Association at least 72 hours prior to the meeting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum. Resolutions and other such actions of the Board of Directors may be undertaken by a majority of those members of the Board of Directors who are present at the meeting.
11. **Board Liability** ~~Members of the Board are not liable to a Lot Owner or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents of employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.~~ Members of the Board are not liable to any other party for any action taken by the members of the Board in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs
12. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:
 - a. All landscaped areas contained within any lot or outlot subject to a landscape easement as depicted on the Final Plat for Prairie Grass Preserve.
 - b. Any storm water pipe retention or detention ponds or easement areas contained on private lots or outlots as depicted on the Final Plat for Prairie Grass Preserve or separate easement agreement.

- c. Any area within the Subdivision that is designated as a Common Area on the Recorded Plat for Prairie Grass Preserve.

13. **Storm Water Retention Ponds** The storm water retention ponds located in Prairie Grass Preserve have been created by the Developer and were required by the City of Franklin to assist in the removal and retention of storm water from Prairie Grass Preserve. The lots adjacent to the retention ponds are: 13, 14, 15, 40, 43, 44, 45, 46, 47, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 63. The Association is responsible for the maintenance of the retention ponds, which includes, but not limited to, clean out of construction silt after 95% of the lots have their landscape completed, maintain vegetation around the ponds, and maintaining the inlets, the outlets and erosion protection for Prairie Grass Preserve. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any persons entering on it or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a lot or unit in Prairie Grass Preserve, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives to the fullest extent permitted by law, any and all claims for liability against the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees) including those arising from any injury or damage to any person (including death) or property damage sustained in or about or resulting from their use or existence of the storm water retention ponds.
14. **House Grades & Lot Grading** Each Owner must adhere to and finish grade their lot to the recorded elevation on the Master Grading Plan, Plat of Survey or any amendment thereto approved by the City Engineer on file in the office of the City Engineer. Each Owner, at the time of home construction and finish grading, shall also be responsible for grading their lots so as to direct drainage toward the street or other established drainage ways and to prevent an increase in drainage on to neighboring property. This shall be accomplished by creating the representative swales at the elevations shown on the Plat of Survey along the common lot line. If the existing conditions prevent the correct drainage the Plat of Survey will govern. The Developer and/or the City and/or their respective agents, employees or independent contractors shall have the right to enter upon any lot, at any reasonable time, for the purpose of inspection, maintenance and correction of any drainage conditions and the Owner is responsible for the same.
15. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company, to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or

through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

16. **Maintenance Easements** Lots 1, 2,3, 6, 7, 8, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 31, 32, 33,36, 39, 40, 41, 42, 43, 44, 45, 46, 47, 51, 52, 53, 55, 56, 59, 60, 63, 64 and 65 in Prairie Grass Preserve have or will have drainage easements. These easements are restricted to only such areas, methods of access and duration as are reasonably required to perform necessary maintenance to the easements or storm sewer contained therein. With respect to the ponds, maintenance includes, but is not limited to, silt and sediment removal, trash removal, animal control and installation and maintenance of safety barriers or other devices as deemed necessary by the Developer, the City or the Homeowner's Association.
17. **No Agency for Other Owners** No Owner, other than members of the Association's Board, has any authority to act for the Association or the other Owners, as agent or otherwise, or to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.
18. **Service on Association** Service of process upon the Association for all matters must be made upon one of the members of the management committee of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Milwaukee County, Wisconsin.
19. **No Waiver of Rights** Any failure of the Association or the Board to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.
20. **Enforcement of Obligation by City** If the Association fails to discharge its duties under the Declarations within sixty (60) days of written demand to do so by the City, the City may enter the affected property to remedy same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct it. All costs associated with such corrective action shall be levied as a special charge for current services against all properties benefiting there from, in accordance with Section 66.0627 or as a special assessment under Section 66.0703 of the Wisconsin Statutes, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City.
21. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Milwaukee County, Wisconsin a document to that effect executed by the owners of at

least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagors, with all signatures duly notarized. Any and all amendments to this document must be approved by the city of Franklin Common council. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, the Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Prairie Grass Preserve to include contiguous parcels of real estate as may be acquired by Developer from time to time, or to amend the Declaration for subsequent phases.

22. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and to the extent permitted by Section 20 above, the City of Franklin.
23. **Conservation Agreement and Protective Covenants** The Developer had deed Outlot 2 and Outlot 3 of the final plat to MALC for purposes of protection and enhancement of a remnant prairie and other natural features. Developer has entered into a Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants concerning these outlots which are referenced therein as the Protected Property. Under the terms of that Agreement, portions of the Subdivision are restricted by covenants and prohibited uses. Enforcement of the restrictions and covenants are the responsibility of the Association as to areas outside the Protected Property and The MALC as to areas inside the Protected Property and the 30 feet adjacent to the Protected Property as detailed below. Those restrictions are [Note: The City of Franklin has other easement rights to property outside the Protected Property, arising from separate easement documents]:
 - a. The owners of the lots in the Subdivision and their invitees, and the general public shall not construct or make any development improvements or commence construction of any buildings or any structure within thirty (30) feet of the Protected Property unless approved by MALC and the City. All lands, whether owned by Homeowners or common space owned by the Association adjacent to or within thirty (30) feet of the Protected Property shall not have applied to the land any pesticides, as defined by s. 94.67, Wis. Stats., as it may be amended. The foregoing notwithstanding, birdhouses, benches, fences and other similar improvements may be placed in the thirty-foot buffer upon the approval of MALC, which approval shall not be unreasonably withheld.
 - b. The owners of the lots in the Subdivision and their invitees, and the general public shall not conduct any filling, dumping or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris within the Protected Property except as part of the restoration, maintenance or protection of the Protected Property as conducted by MALC or as approved by the Wisconsin Department of Natural Resources, MALC and the City.
 - c. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any vegetation whatsoever within the Protected Property unless authorized and supervised by MALC.

- d. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant honeysuckle, purple loosestrife; both common and glossy buckthorn or other species listed on the WDNR invasive weed list or City's noxious weed list within the granted easement areas, storm water detention basins, or on any residential site of the Prairie Grass Preserve Subdivision; or as part of any landscape approval for an individual lot or outlot within the Prairie Grass Preserve Subdivision.
- e. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any *native* herbs, shrubs, forbs, flowers or other plants, not including turf, that does not have the approval of MALC regarding the seed source as a native local genotype originating within a radius of fifty (50) miles of the Protected Property except as provided in Paragraph 9 of the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants.
- f. The owners of the lots in the Subdivision and their invitees, and the general public shall not remove any plant material or animals from the Protected Property unless approved by the MALC's board of directors.
- g. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to ride bicycles on the Protected Property.
- h. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to operate snowmobiles, dune buggies, motorcycles, scooters, all terrain vehicles or any other type of motorized vehicles within the Protected Property.
- i. The owners of the lots in the Subdivision and their invitees, and the general public shall not provide any person or organization with access for motorized vehicles for the purposes of maintaining storm water basins through or across the Protected Property.
- j. The owners of the lots in the Subdivision and their invitees, and the general public shall not allow dogs within the Protected Property except guide dogs.
- k. The owners of the lots in the Subdivision and their invitees, and the general public shall allow MALC, its members, guests and invitees shared access of the areas granted for storm water basin access as depicted in Exhibit B for purposes of maintenance, restoration, research, public education and enjoyment of the Protected Property.
- l. The Association combined Property Owners of the lots in the Subdivision shall pay an annual \$1,625.00 contribution assessment which may be amended from time to time by the Association (to adjust for the change in the Consumer Price Index, All Goods, Milwaukee Region or any similar successor index) to MALC to aid in the cost and expenses of MALC's discharge of its duties hereunder and pursuant to the Declaration of Deed Restrictions,

Conservation Agreement and Protective Covenants. Such contribution~~fee~~ shall be collected by the Homeowners Association from the Property Owners and remitted to MALC on an annual basis commencing in 2005 and paid on or before December 31 of each year upon receipt of an appropriate MALC invoice.

#

**SECOND AMENDMENT TO THE
DECLARATION OF
RESTRICTIONS FOR PRAIRIE
GRASS PRESERVE**

Document Number

Document Title

This Second Amendment to the Declaration of Restrictions for Prairie Grass Preserve ("the Second Amendment" or "this Amendment") is entered into this day of _____, 2018

by Prairie Grass Preserve Homeowners Association, Inc., a Wisconsin non-profit, non-stock corporation ("the Association").

PRAIRIE GRASS PRESERVE is a subdivision of a part of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

CONTINUED ON FOLLOWING PAGE.

Recording Area

Name and Return Address:

Prairie Grass Homeowner's
Association

P.O. Box 320051

Franklin, WI 53132

Parcel Identification Number (PIN)

RECITALS

WHEREAS, Prairie Grass Preserve, LLC ("Developer") created a Declaration of Restrictions for Prairie Grass Preserve dated January 04, 2005 and recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on January 19, 2005 as Document No. 08939307 (the "Declaration").

WHEREAS, The Declaration has previously been amended by a document titled "First Amendment to the Declaration of Restrictions for Prairie Grass Preserve," dated April 3, 2013 and recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on April 9, 2013 as Document No. 10235327 ("the First amendment").

WHEREAS, The Declaration, as amended, encumbers all of the subdivision known as Prairie Grass Preserve, a subdivision of a part of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin ("the Subdivision")

WHEREAS, Section 21 of the Declaration allows the Declaration to be amended by recording a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots, in the Development, and their mortgagors, and with the approval of the Common Council of the City of Franklin, Wisconsin and

WHEREAS, The owners of parcels in the Subdivision desire to amend and clarify the provisions of the Declaration as follows.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals and pursuant to Section 21 of the Declaration, the Declaration is hereby modified, supplemented, clarified and amended as follows:

1. Section 1 of the Declaration, entitled "General Purposes", the phrase "single family" shall be deleted.
2. Section 3 of the Declaration, entitled "Building Restrictions, Single-Family Lots" is deleted and the following substituted in its place:

Building Restrictions, Single-Family Lots The following restrictions are applicable to all single-family lots.

- a. Only one 1-story, 1 1/2-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
- b. A single story Residence shall have a minimum of 2000 square feet of living area on the first floor.
- c. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1500 square feet of living area on the first floor of the Residence.
- d. A two-story Residence shall have a combined minimum of 2400 square feet of living area on the first and second floors of the Residence.
- e. A split-level, bi-level or tri-level Residence shall have a combined minimum of 2400 square feet of living area on the upper two floors of the Residence.
- f. Attached garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. Side entry garages are encouraged, and may be required by the Prairie Grass Preserve Homeowner's Association (herein referred to as "the Association").
- g. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- h. The minimum setback and offsets shall comply with the R-3 zoning requirements.
- i. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the Association.
- j. All building plans, the exterior design of each building and basic site features such as fences, garden structures, children's play structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Association in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Association and Milwaukee Area Land Conservancy prior to installation.
- k. One outdoor electric post-mounted lamp with photoelectric controls and at the discretion of the Association, one mailbox, must be installed on each lot in a location designed by the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the

Association. The lot owner must maintain the lamp in a proper operating manner. If the lamp is not maintained, the Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the assessment.

3. Section 4 of the Declaration, entitled "Building Restrictions, Duplex Lots" is deleted and the following substituted in its place:

Building Restrictions, Duplex Lots A "duplex," as referred to herein, is defined as one building with two separate dwelling units therein. The intent of the duplex restrictions is to create a grouping of architecturally correct duplex homes of different style and character that will complement the single family homes permitted in Prairie Grass Preserve Subdivision. To that end, the following restrictions apply:

- a. No building elevations shall be duplicated within the duplex area.
- b. The minimum size of an individual dwelling unit shall be 1450 square feet in area (two units per building).
- c. Minimum architectural requirements shall include the following:
 - (1) 8/12 roof pitch on main roof.
 - (2) Balanced windows on all four elevations.
 - (3) Break-up of long roof lines and building planes.
 - (4) Window detailing including 5/4" trim or shutters.
 - (5) 5 1/2" corner boards.
 - (6) Paneled garage doors.
- d. The minimum setback and offsets shall comply with the R-7 zoning requirement.
- e. The duplex home, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- f. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Association.
- g. Garages must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. One of the two garages must be side entry.
- h. All building plans, the exterior design of each building and basic site features such as landscaping, lighting, fences, garden structures, children's play structures satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Association in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Association and Milwaukee Area Land Conservancy prior to installation.
- i. One outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the Association, one mailbox must be installed on each duplex lot in a location designated by the Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post

and mailbox is subject to approval of the Association. The lamp must be maintained by the owner of the building or the condominium association, as applicable in a proper operating manner. If the lamp is not maintained, Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the building owner or condominium association payable within ten (10) days after the date of the assessment.

- j. All duplex buildings (containing two dwelling units) shall at all times of occupancy have a minimum of one of the two units occupied by an owner, or his or her immediate family member (hereafter defined to mean mother, father, son or daughter), of the subject real estate. The other unit may be a rental unit. This restriction shall not be construed as not permitting condominium duplexes.

The last sentence of the foregoing paragraph in this subsection (j) is clarified to mean that, while the conversion of a duplex to the condominium form of ownership is not prohibited, no such conversion shall be deemed to create an exemption from the requirements of owner occupancy expressed in such subsection.

- 4. Section 6 of the Declaration, entitled "Signs" is deleted and the following substituted in its place:

Signs No sign or banner of any kind may be placed or displayed to public view on any lot, except: 1) One sign not more than eight square feet advertising the property for sale, and 2) One standard sign (showing the lot owner's name) as approved by the City for uniform use in terms of size, design, appearance and location for each lot in the Development, and 3) Such signs as the Association or the City may approve for placement on those lots affected by the entry landscaping for the purpose of advertising Subdivision and 4) Additional signage as may be defined in the Architectural Guidelines For Prairie Grass Preserve (which guidelines are maintained by the Board of Directors of the Association).

- 5. Section 8 of the Declaration, entitled "Homeowner's Association" is deleted and the following substituted in its place:

Homeowner's Association An incorporated association of Prairie Grass Preserve property owners (hereafter "Property Owners") is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Prairie Grass Preserve Homeowner's Association, Inc. and is referred to herein as "**The Association**". The membership of The Association will be comprised of the Property Owners or the authorized agents of the Property Owners in the Development. Members of The Association are referred to herein as the

"Homeowners". Residents and other lot owners of The Association are encouraged to join Milwaukee Area Land Conservancy, Inc., a U.S. Internal Revenue Code section 501(c)(3) Conservation Organization ("MALC"), as individuals and families at the regular dues rates by signing agreement to the MALC Mission Statement and Standards of Ethical Practice for Natural Area Management. As part of this commitment, MALC's liability insurance for the conservancy area will name The Association as co-insured. Likewise, The Association shall provide liability insurance for all other outlot and common areas naming MALC as co-insured. Annual assessments for combined Property Owners shall include a \$1,625.00 contribution to MALC by the Association, which may be amended from time to time by the Association. The Association shall be entitled to one vote per separate MALC Agreement.

6. Section 9 of the Declaration, entitled "Board of Directors" is deleted and the following substituted in its place:

Board of Directors The Association will be governed by a Board of Directors as defined in the BYLAWS OF PRAIRIE GRASS PRESERVE HOMEOWNERS ASSOCIATION, INC. This Board of Directors is referred to herein as **"The Board"**. The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.

7. Section 10 of the Declaration, entitled "Board Meetings" is deleted and the following substituted in its place:

Board Meetings All meetings of the Board will be open to owners of platted parcels of real estate and condominium units in the Subdivision ("Homeowners") and may be held after a) delivery of written notice to all such persons, sent by U.S. Mail to the property address of record for such parcel with the Treasurer of the City of Franklin, deposited into the mail at least seven days prior to the meeting, or sent by email to the email address provided by a Homeowner to the Association at least 72 hours prior to the meeting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum. Resolutions and other such actions of the Board of Directors may be undertaken by a majority of those members of the Board of Directors who are present at the meeting.

8. Section 11 of the Declaration, entitled "Board Liability" is deleted and the following substituted in its place:

Board Liability Members of the Board are not liable to any other party for any action taken by the members of the Board in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs

or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

9. Section 21 of the Declaration, entitled "Amendments" is deleted and the following substituted in its place:

Amendments This Declaration may be amended by recording in the office of the Register of Deeds for Milwaukee County, Wisconsin a document describing the amendment executed by a) at least sixty percent (60%) of the owners of parcels and condominium units which, at least 30 days prior to the date the amendment is recorded, have had an occupancy permit issued for all dwelling units located on the parcel, and b) those holding first mortgages on any such parcel. All signatures of property owners and mortgagors executing the amendment shall be acknowledged before a Notary Public or other notarial official as permitted or accepted under Wisconsin law. Any and all amendments to this document must be approved by the City of Franklin Common council. An amendment will become effective upon recording.

10. Subsection (l) of Section 23 of the Declaration, entitled "Conservation Agreement and Protective Covenants" is deleted and the following substituted in its place:

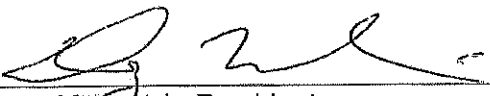
The Association shall pay an annual \$1,625.00 contribution which may be amended from time to time by the Association (to adjust for the change in the Consumer Price Index, All Goods, Milwaukee Region or any similar successor index) to MALC to aid in the cost and expenses of MALC's discharge of its duties hereunder and pursuant to the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants. Such contribution shall be collected by the Homeowners Association from the Property Owners and remitted to MALC on an annual basis and paid on or before December 31 of each year upon receipt of an appropriate MALC invoice.

11. Ratification of Declaration: Except as expressly modified by this Amendment, all other terms of the Declaration shall remain in full force and effect and binding upon the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Declaration, the terms and conditions of the Amendment shall control and govern. In all other respects, the terms and conditions of the Declaration are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Restrictions for Prairie Grass Preserve is executed by a sufficient number of owners of at least 60% of the platted lots in the Subdivision, their mortgagors, and on behalf of the City of Franklin Common Council, which has approved of this amendment.

[SIGNATURES ON FOLLOWING PAGES]

PRAIRIE GRASS PRESERVE HOMEOWNERS ASSOCIATION, INC.

By: 
Doug Milinovich, President

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

Personally came before me this 1st day of Oct, 2017, the above named Doug Milinovich, President, Prairie Grass Preserve Homeowners Association, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires NOV 01 2021



[LOT OWNER SIGNATURES ON FOLLOWING PAGES]

Lot Owner: Anthony Ladowski
Address: 9434 W. Prairie Grass Way
Lot(s): 2
By: X Anthony Ladowski

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 7 day of Nov, 2017, the above named Anthony Gadovski, Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

My commission expires 12/31/2011

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Dragan i Linda Djukic

Address: 9518 W Prairie Grass Way


Lot(s): 4

By: Dragan Djukic

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 3 day of December, 2017, the above named
Dragan Djukic, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
My commission expires: 12/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Hoda Ahmadi + Aaron Staley

Address: 9546 W. Prairie Grass Way

Lot(s): 5

By: X Hoda Ahmadi

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of November, 2017, the above named
Hoda Ahmadi, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin

My commission expires 10/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Doug Milinovich

Address: 9572 W Prairie Grass Way

Lot(s): 6

By: [Signature]

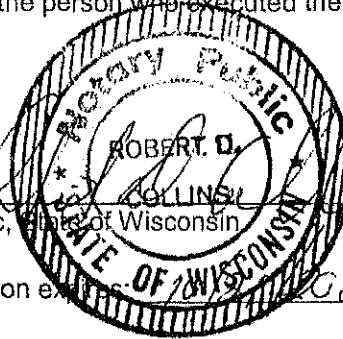
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of oct, 2017, the above named
Doug Milinovich, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin

My commission expires 02/1



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Robert & Kate Silha

Address: 9598 W. Prairie Grass Way

Lot(s): 7

By: K Silha

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
KATHERINE SILHA, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Mary M. McNello

Address: 9630 W. Prairie Grass Way

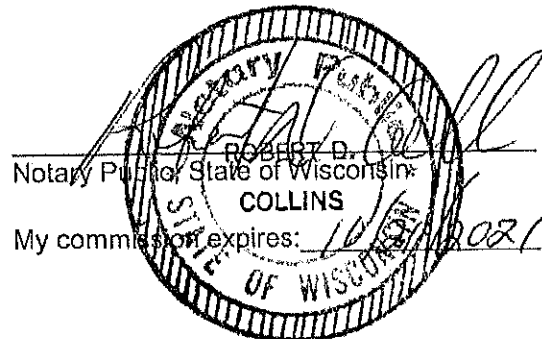
Lot(s): 8

By: Mary M. McNello

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
Mary M. McNello, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Kyle C. Russell

Address: 9668 W. PRAIRIE GRASS WAY

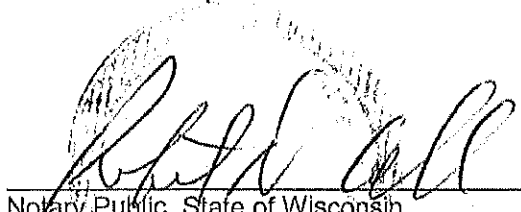
Lot(s): 9

By: Kyle Russell

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 3 day of December, 2017, the above named
Kyle C. Russell, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



Notary Public, State of Wisconsin

My commission expires: 10/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Brian + Sonya Dudor

Address: 9084 W. Prairie Grass Way

Lot(s): 10

By: *Sonya Dudor*

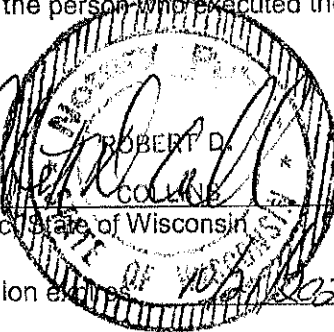
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Sonya Dudor, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Robert D. Collins
Notary Public, State of Wisconsin

My commission expires 10/21/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Mark & Melissa Gamblicka

Address: 9716 W. Prairie Grass Way

Lot(s): 11

By: Mark Gamblicka

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31st day of October, 2017, the above named
Mark Gamblicka, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Robert D. [Signature]
Notary Public, State of Wisconsin
ROBERT D.
My commission expires 10/21/2021
STATE OF WISCONSIN

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: MICHAEL & MARGE DELSCHLAEGER

Address: 9742 W. PRAIRIE GRASS WAY

Lot(s): 12

By: Marge Delachtager

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31st day of OCTOBER, 2017, the above named
MARGE DELSCHLAEGER, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Ruffalo
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/21/2022

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Robert and Heidi Awe

Address: 9760 W Prairie Grass Way

Lot(s): 13

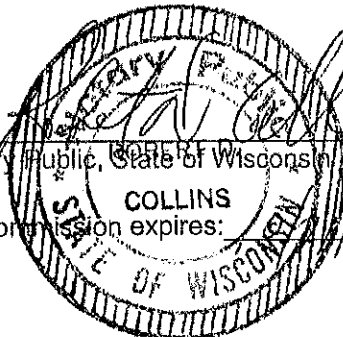
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
Robert Awe, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: 12/2017

A circular notary seal for a Notary Public in the State of Wisconsin. The name "COLLINS" is in the center. The seal is stamped over a signature and the text "My commission expires: 12/2017".

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: PAUL POGODZINSKI

Address: 9808 W Prairie Grass Way Franklin, WI 53132

Lot(s): 14

By: Paul B. Pogodzinski

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4th day of March, 2017⁸, the above named
PAUL POGODZINSKI, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: X LORI & VINAY PANDHEY

Address: X 9848 W PRAIRIE GRASS WAY

Lot(s): X 15

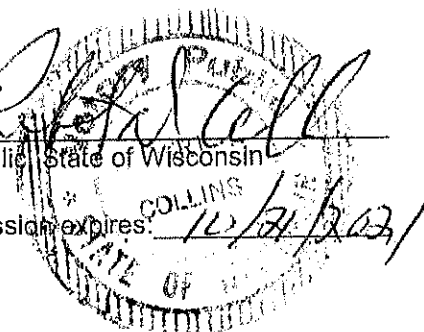
By: Vinay Pandey

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of NOVEMBER, 2017, the above named
VINAY PANDHEY, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

R. J. Stoll
Notary Public, State of Wisconsin
My commission expires 10/31/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Sangmee Konicek

Address: 9874 W. Prairie Grass Way

Lot(s): 16

By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 3 day of dec, 2017, the above named
Sangmee Konicek, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
ROBERT D.
My commission expires 11/21/2016



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Matthew E. Taken

Address: 9869 W. Prairie Grass Way

Lot(s): 17

By: Matthew E. Taken

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 3rd day of December, 2017, the above named
Matthew E. Taken, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS

My commission expires: 12/31/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: X NAEL JABBAR

Address: 9857 W. PRAIRIE GRASS WAY

Lot(s): 18

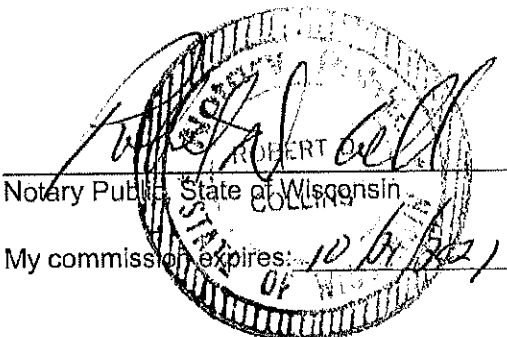
By: X [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4th day of November, 2017, the above named
NAEL JABBAR, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 12/01/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Susan Koser, Trustee

Address: 9783 Prairie Grass Way, Franklin, WI 53132

Lot(s): Lot 20

By: Susan Koser

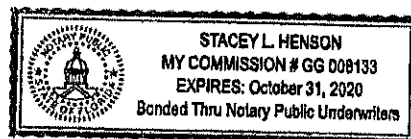
ACKNOWLEDGMENT

Florida
STATE OF WISCONSIN,)
Lee) ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of December, 2017, the above named
Susan Koser, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Stacey L. Henson
Notary Public, State of Wisconsin

My commission expires: October 31, 2020



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Don and Jennie Lee

Address: 9751 W Prairie Grass Way

Lot(s): 21

By: Diller

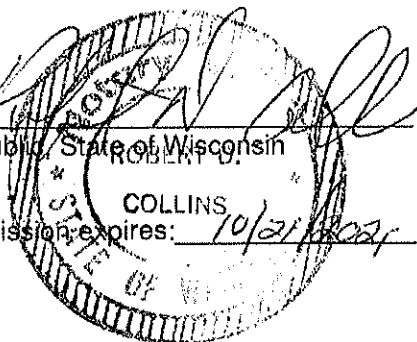
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 6 day of March, 2018, the above named
Don Lee, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

My commission expires: 10/21/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Richard Burns

Address: 8979 S Bluestem Ct

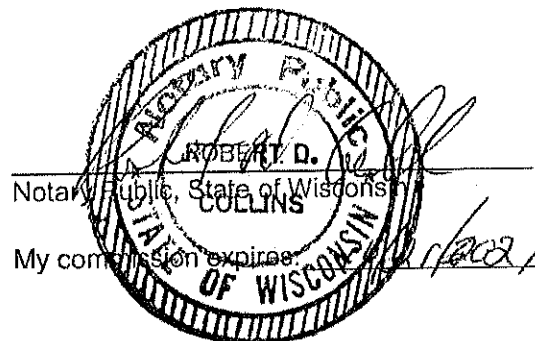
Lot(s): 22

By: X Richard E. Burns

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
Richard Burns, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.




SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Patrick Knapp

Address: 9007 S. Bluestem Ct

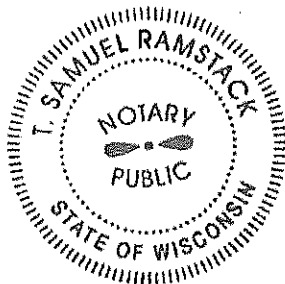
Lot(s): 23

By: 

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 9th day of October, 2017, the above named
Patrick Knapp, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.




Notary Public, State of Wisconsin

My commission expires: 7/28/19

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Richard & Wendy Pugh

Address: 9015 S BLUESTEM CT Franklin WI 53132

Lot(s): 24

By: And Pugh

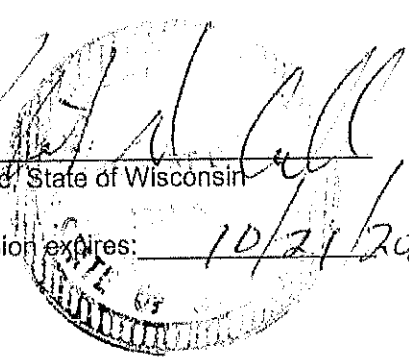
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Richard Pugh, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin

My commission expires: 10/21/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Julie & Pete Landgraf

Address: 9000 S. Bluestem Ct

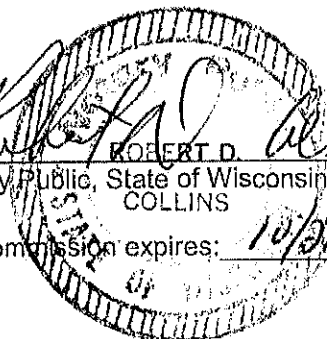
Lot(s): 25

By: Julie Landgraf

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Julie Landgraf, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Robert D. Collins
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: J. Johnson

Address: 8982 S. Bluestem Ct

Lot(s): 26

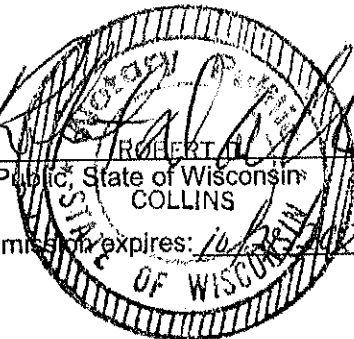
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
Jeffrey Johnson, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/31/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: BRETT MATSUKA

Address: 8970 S. BLUESTEM CT.

Lot(s): 27

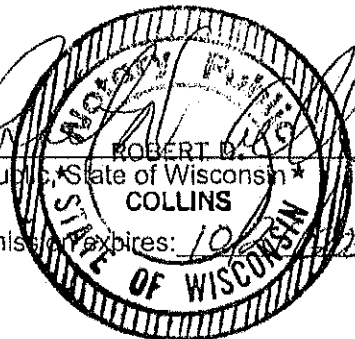
By: BRETT MATSUKA

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of OCTOBER, 2017, the above named
Brett Matsuka, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/22/18



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: John & Jodie McCutcheon

Address: 9729 W. Prairie Grass Way

Lot(s): Lot 28

By: Jodie McCutcheon

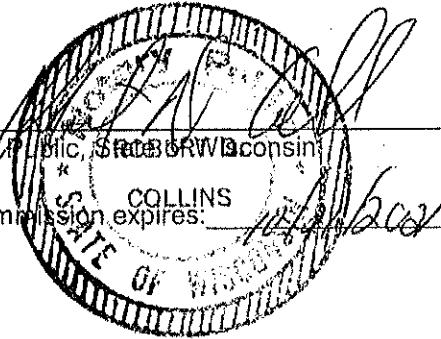
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31st day of October, 2017, the above named
Jodie McCutcheon, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

My commission expires: 12/2/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Terry Schmit

Address: 9691 W Prairie Grass Way

Lot(s): 29

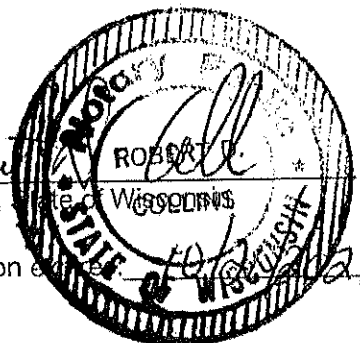
By: Terry Schmit

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31st day of October, 2017, the above named
Terry Schmit, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Robert J. [Signature]
Notary Public, State of Wisconsin
My commission expires 10/17/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Panagiotis Kambouris / Diana Kambouris


Address: 9655 W. Prairie Grass Way

Lot(s): 30
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of Oct., 2017, the above named
Panagiotis Kambouris
Diana, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
* ROBERT D. *
My commission expires: 1/2/2021


SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Ernest D Martinez

Address: 9001 S Cordgrass Cir W

Lot(s): 33

By: X Ernest D Martinez

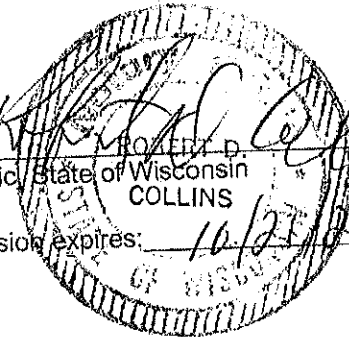
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
MILWAUKEE COUNTY) ss.

Personally came before me this 9th day of March, 2018, the above named
Ernest D Martinez, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
COLLINS

My commission expires: 10/25/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: George + Rae Gifford

Address: 9021 S Cordgrass Circle W

Lot(s): 34R

By: Rae M Gifford

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Rae M Gifford, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/27/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: C. STEVEN GENTZ

Address: 9023 S. CORNGRASS Circle W

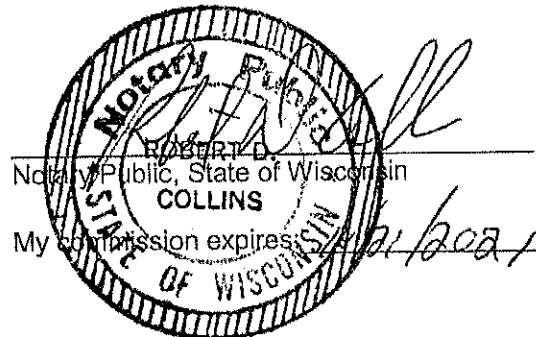
Lot(s): 34 L

By: C. Steven Gentz

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of OCT., 2017, the above named
C. STEVEN GENTZ, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: James Guenther

Address: 9037 S. Cordgrass Cir W Franklin,
WI 53132

Lot(s): 35R

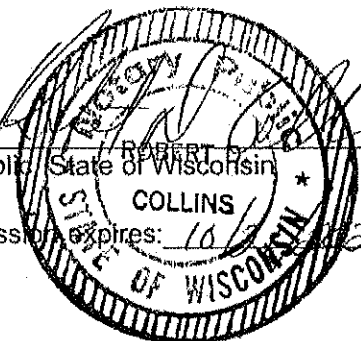
By: James Guenther

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
James Guenther, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: 10/2/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Theresa + Gordon Planning

Address: 9082 S Cordgrass Cir E

Lot(s): 40R

By: X Theresa Planning

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4th day of November, 2017, the above named
Theresa Planning, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/31/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: SANDRA J. COLLINS

Address: 9050 S. CORDGRASS CR E

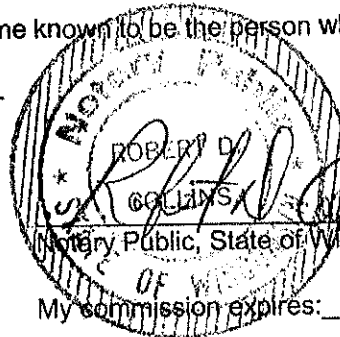
Lot(s): 43L

By: Sandra Collins

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11TH day of OCT, 2017, the above named
SANDRA COLLINS, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



Notary Public, State of Wisconsin

My commission expires: 10/21/2021

**SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE**

Lot Owner: Peter Scott

Address: 9052 S. Cordgrass Circle East

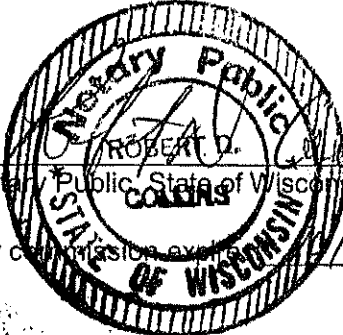
Lot(s): 43 R

By: X [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of Oct, 2017, the above named
PETER SCOTT, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
My commission expires 8/21/2021

**SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE**

Lot Owner: Brian + Melissa Bock

Address: 9032 S. Cordgrass Cir E.

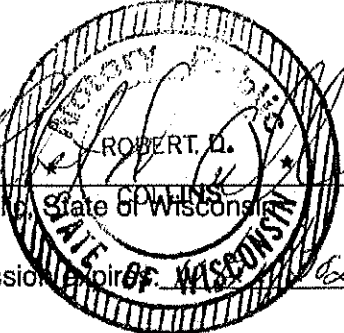
Lot(s): 45R

By: B. C. B.

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named Brian Bock, Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
My commission expires 12/1

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Marcella + Eric Sollazzo

Address: 9014 So. Pordgrass Cr

Lot(s): 46 L

By: Marcella Sollazzo

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of October, 2017, the above named
MARCELLA SOLLAZO, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

A circular notary seal for Robert D. Collins, Notary Public, State of Wisconsin. The seal is stamped over a signature and the text "Notary Public, State of Wisconsin".
Notary Public, State of Wisconsin
My commission expires 11/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: CHRISTINE A. BIALK

Address: 17016 S. CORDGRASS CIR. E.

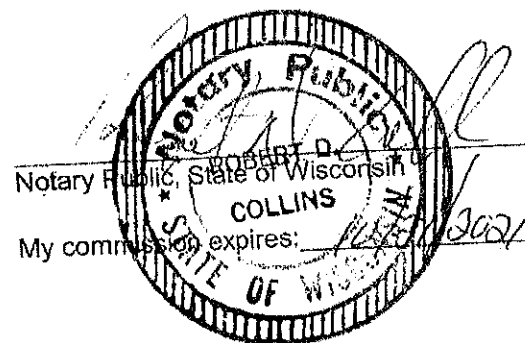
Lot(s): 46 R

By: Christine A. Bialk

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 24TH day of November, 2017, the above named
CHRISTINE A. BIALK, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

✓ Lot Owner: Fred + Diane Baranowski

✓ Address: 9505 W. Prairie Grassway

✓ Lot(s): 52

By: Diane Baranowski

ACKNOWLEDGMENT

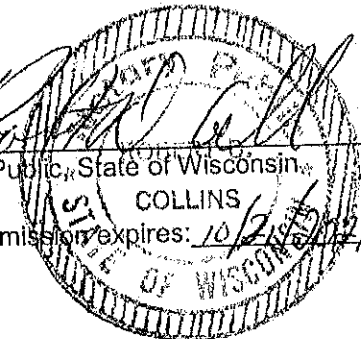
STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of October, 2017, the above named
Diane Baranowski, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

COLLINS

My commission expires: 10/24/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: George & Lynne Lambe

Address: 9531 W PRAIRIE GRASS WAY

Lot(s): 52

By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of October, 2017, the above named
Lynne Lambe, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin

My commission expires: 10/31/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Tony & Amy Thrush

Address: 9559 W. Prairie Grass Way

Lot(s): 53

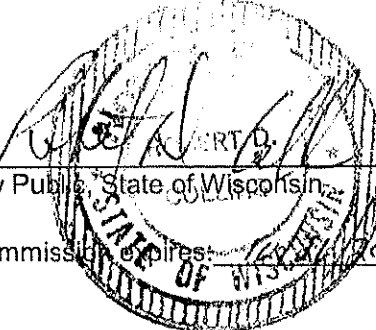
By: ☒ [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Tony Thrush, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 6/26/2021



My commission expires: 10/21/2024

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Lynn Parulski

Address: 8946 S. Wordgrass Cir W.

Lot(s): 55L

By: X.S. Furuseth

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of 11, 2017, the above named
Lynn Parulski, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin

My commission expires: 10/1/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Christy Engel

Address: 8982 S. Cordgrass Cir W

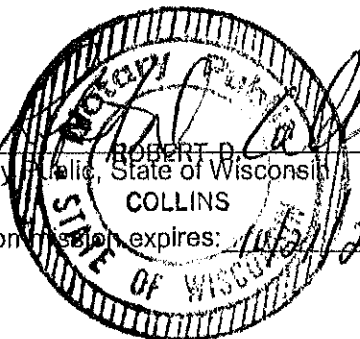
Lot(s): 56L

By: Christy Engel

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 31 day of October, 2017, the above named
Christy Engel, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/31/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Steve Bobrowski

Address: 9012 AND 9010 S. CORDGRASS CIRCLE W

Lot(s): 57 ~~1188~~ L+R

By: Steve Bobrowski

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of Oct, 2017, the above named
Steve Bobrowski, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: JIM & ANN BEYER

Address: 9040 S. CORDGRASS CIR. W

Lot(s): 59L

By: James Beyer

ACKNOWLEDGMENT

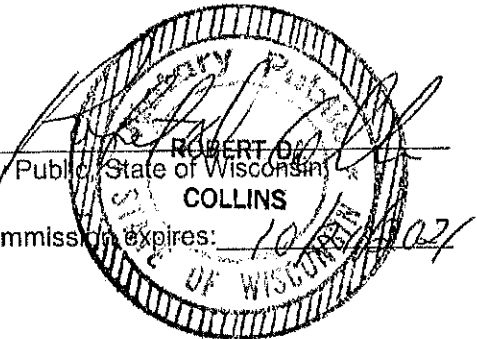
STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11 day of OCT., 2017, the above named
JAMES - BEYER, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

ROBERT D.
COLLINS

My commission expires: 10/27/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: JEROME W PLACZEK

Address: 9042 S. CORDGRASS CIR. W.

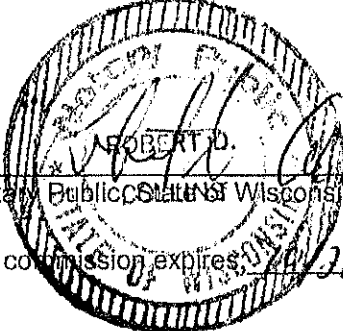
Lot(s): 59R

By: Jerome W Placzek

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 3 day of DECEMBER 2017, the above named
JEROME W. PLACZEK, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
My commission expires 12/31/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Carol Majewski

Address: 9070 S. Condgrass Circle, W.


Lot(s): 61 L

By: X Carol Majewski

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of October, 2017, the above named
Carol Majewski, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin
My commission expires 6/21/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: JOSEPH P. Strelka

Address: 9072 S. Cordgrass Cir West

Lot(s): 61 R

By: Joseph P. Strelka

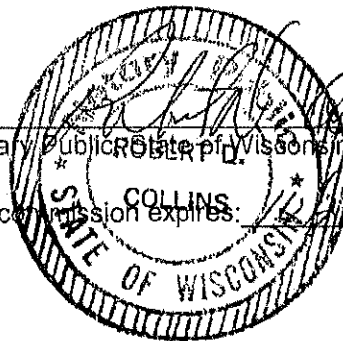
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 11th day of Oct., 2017, the above named
JOSEPH P. Strelka, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public State of Wisconsin

My commission expires: 12/2021



SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: Nick Warrichowet

Address: 9067 S Cordgrass Cir E

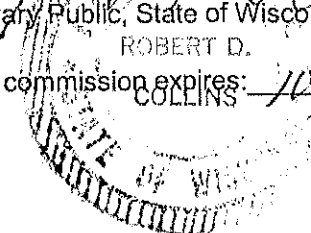
Lot(s): 62KR

By: X [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of November, 2017, the above named
Nick Warrichowet, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
ROBERT D.
My commission expires: 10/21/2021
COLLINS


SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: RAVI MAREEDU.

Address: 9027 S Cordwell Cir E

Lot(s): 63

By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of November, 2017, the above named
RAVI MAREEDU, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 12/31/2021

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: X KR Copeland Julie Copeland
Address: 9007 S. Cordgrass CRE Ken Copeland

Lot(s): 64
By: X KR Copeland

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
MILWAUKEE COUNTY) ss.

Personally came before me this 4 day of November, 2017, the above named
Ken Copeland, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
COLLINS
My commission expires: 10/2/2022

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: X STEVE BECK

Address: 8985 S. CORDGRASS CIRE

Lot(s): 65

By: X [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4th day of Nov, 2017, the above named
STEVE BECK, Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 12/31/2021

| 04/06/18 | Property Location | NAME | % of Lots |
|----------|----------------------------------|--|-----------|
| Lot 01 | 9402 West Prairie Grass Way | John and Christine Hutson | |
| Lot 02 | 9434 West Prairie Grass Way | Anthony & Debra Gadowski | 1 |
| Lot 03 | 9480 West Prairie Grass Way | Sashi & Soundar Shanker | |
| Lot 04 | 9518 West Prairie Grass Way | Dragan & Linda Djukic | 1 |
| Lot 05 | 9546 West Prairie Grass Way | Aaron Staley & Hoda Ahmadi | 1 |
| Lot 06 | 9572 West Prairie Grass Way | Doug & Caray Milinovich | 1 |
| Lot 07 | 9598 West Prairie Grass Way | Robert & Katherine Silha | 1 |
| Lot 08 | 9630 West Prairie Grass Way | Mary McNeilo | 1 |
| Lot 09 | 9688 West Prairie Grass Way | Kyle & Jennifer Russell | 1 |
| Lot 10 | 9684 West Prairie Grass Way | Brian & Sonya Duder | 1 |
| Lot 11 | 9716 West Prairie Grass Way | Mark & Melissa Grambilcka | 1 |
| Lot 12 | 9742 West Prairie Grass Way | Michael and Marguerite Oelschlaeger | 1 |
| Lot 13 | 9760 West Prairie Grass Way | Robert & Hedy Awa | 1 |
| Lot 14 | 9808 West Prairie Grass Way | Paul & Shelly Pogodzinski | 1 |
| Lot 15 | 9848 West Prairie Grass Way | Vinay & Lori Pandey | 1 |
| Lot 16 | 9874 West Prairie Grass Way | Andrew & Sangmea Konicek | 1 |
| Lot 17 | 9899 West Prairie Grass Way | Matt and Jen Taken | 1 |
| Lot 18 | 9857 West Prairie Grass Way | Naei Jabbar | 1 |
| Lot 19 | 9825 West Prairie Grass Way | Steven & Rebecca McNeilly | |
| Lot 20 | 9783 West Prairie Grass Way | Susan and Donald Koser | 1 |
| Lot 21 | 9751 West Prairie Grass Way | Don & Jennie Lee | 1 |
| Lot 22 | 8979 South Bluestem Court | Richard & Helde Burns | 1 |
| Lot 23 | 9007 South Bluestem Court | Patrick and Kristi Knapp | 1 |
| Lot 24 | 9015 South Bluestem Court | Richard & Wendy Pugh | 1 |
| Lot 25 | 9000 South Bluestem Court | Julie & Pete Landsgraf | 1 |
| Lot 26 | 8982 South Bluestem Court | Jeffrey & JoAnn Johnson | 1 |
| Lot 27 | 8970 South Bluestem Court | Brett & Rhonda Matschke | 1 |
| Lot 28 | 9729 West Prairie Grass Way | John & Jodie McCutcheon | 1 |
| Lot 29 | 9691 West Prairie Grass Way | Terry & Katie Schmit | 1 |
| Lot 30 | 9656 West Prairie Grass Way | Panagiotis and Diana Kamboutis | 1 |
| Lot 31 R | 8963 S. Cordgrass Circle West | Basil Ryan | |
| Lot 31 L | 8965 S. Cordgrass Circle West | Basil Ryan | |
| Lot 32 R | 8977 S. Cordgrass Circle West | Mark and Natalie Koehler | |
| Lot 32 L | 8979 S. Cordgrass Circle West | Sarah Amble | |
| Lot 33 | 9001 S. Cordgrass Circle West | Ernest and Mary Martinez | 1 |
| Lot 34 R | 9021 S. Cordgrass Circle West | George & Rae Gifford | 0.5 |
| Lot 34 L | 9023 S. Cordgrass Circle West | Steve and Lynda Genix | 0.5 |
| Lot 35 R | 9037 S. Cordgrass Circle West | Jim Guenther | 0.5 |
| Lot 35 L | 9039 S. Cordgrass Circle West | Steven and Nathene Katzman | |
| Lot 36 R | 9045 S. Cordgrass Circle West | KTB Properties LLC Attn: Brad Rozenski | |
| Lot 36 L | 9047 S. Cordgrass Circle West | KTB Properties LLC Attn: Brad Rozenski | |
| Lot 37 R | 9053 S. Cordgrass Circle West | Dennis and Phyllis Biel | |
| Lot 37 L | 9055 S. Cordgrass Circle West | KTB Properties LLC Attn: Brad Rozenski | |
| Lot 38 R | 9061 S. Cordgrass Circle West | Scott & Kristine Iwinski | |
| Lot 38 L | 9063 S. Cordgrass Circle West | Scott & Kristine Iwinski | |
| Lot 39 R | 9071 S. Cordgrass Circle West | Roman & Hedy Iwinski | |
| Lot 39 L | 9073 S. Cordgrass Circle West | Richard & Mary Duran | |
| Lot 40 L | 9080 S. Cordgrass Circle East | Manpreet Bedi and Sujana Fernando | |
| Lot 40 R | 9082 S. Cordgrass Circle East | Gordon & Teri Planning | 0.5 |
| Lot 41 L | 9074 S. Cordgrass Circle East | Jerry & Brienne Zaboklicki | |
| Lot 41 R | 9076 S. Cordgrass Circle East | George Bataylas, Jr & Sharon Shana | |
| Lot 42 L | 9062 S. Cordgrass Circle East | Elaine Lechy & Larry Fischer | |
| Lot 42 R | 9064 S. Cordgrass Circle East | Kenneth T. Spirewka | |
| Lot 43 L | 9050 S. Cordgrass Circle East | Dan & Sandy Collins | 0.5 |
| Lot 43 R | 9052 S. Cordgrass Circle East | Peter & Paula Scott | 0.5 |
| Lot 44 L | 9044 S. Cordgrass Circle East | Kevin & Christi Stien | |
| Lot 44 R | 9046 S. Cordgrass Circle East | Arthur & Joy Skowron | |
| Lot 45 L | 9030 S. Cordgrass Circle East | Ronee Kalagala | |
| Lot 45 R | 9032 S. Cordgrass Circle East | Brian and Melissa Bock | 0.5 |
| Lot 46 L | 9014 S. Cordgrass Circle East | Ervin & Marcella Sollozo | 0.5 |
| Lot 46 R | 9016 S. Cordgrass Circle East | Christine Bialk | 0.5 |
| Lot 47 L | 8986 S. Cordgrass Circle East | Robert & Amy Kandetzke | |
| Lot 47 R | 8988 S. Cordgrass Circle East | Darrell G Toth | |
| Lot 48 L | 8962 S. Cordgrass Circle East | Marty and Donna Kmiec | |
| Lot 48 R | 8964 S. Cordgrass Circle East | Marty and Donna Kmiec | |
| Lot 49 | 9449 West Prairie Grass Way | Adam & Nicole Vance | |
| Lot 50 | 9477 West Prairie Grass Way | John & Trina Niemiec | |
| Lot 51 | 9505 West Prairie Grass Way | Fred & Diane Baranowski | 1 |
| Lot 52 | 9531 West Prairie Grass Way | George & Lynne Lambe | 1 |
| Lot 53 | 9559 West Prairie Grass Way | Tony & Amy Thrasher | 1 |
| Lot 54 | 9583 West Prairie Grass Way | Timothy & Christie Weissmann | 1 |
| Lot 55 L | 8968 S. Cordgrass Circle West | Lynn Parulecki | 0.5 |
| Lot 55 R | 8968 S. Cordgrass Circle West | Randy & Sherry Zube | |
| Lot 56 L | 8982 S. Cordgrass Circle West | Christy Engel | 0.5 |
| Lot 56 R | 8984 S. Cordgrass Circle West | Barbara Gulyas | |
| Lot 57 L | 9010 S. Cordgrass Circle West | Steven Bobowski | 0.5 |
| Lot 57 R | 9012 S. Cordgrass Circle West | Steven Bobowski | 0.5 |
| Lot 58 L | 9026 S. Cordgrass Circle West | Christopher Schwab | |
| Lot 58 R | 9028 S. Cordgrass Circle West | Christopher Schwab | |
| Lot 59 L | 9040 S. Cordgrass Circle West | Jim & Ann Beyer | 0.5 |
| Lot 59 R | 9042 S. Cordgrass Circle West | Jerome and Diane Piaczek | 0.5 |
| Lot 60 L | 9054 S. Cordgrass Circle West | Michael Dicks | |
| Lot 60 R | 9056 S. Cordgrass Circle West | Michael Dicks | |
| Lot 61 L | 9070 S. Cordgrass Circle West | Carol Majewski | 0.5 |
| Lot 61 R | 9072 S. Cordgrass Circle West | Joseph & Donna Sirelka | 0.5 |
| Lot 62 L | 9067 S. Cordgrass Circle East | Nick & Kristina Warrichalet | 0.5 |
| Lot 62 R | 9069 S. Cordgrass Circle East | Diana and Andrew Genz | |
| Lot 63 | 9027/29 S. Cordgrass Circle East | Ravi Mareedu & Swapna Tata | 1 |
| Lot 64 | 9007 S. Cordgrass Circle East | Julie and Ken Copeland | 1 |
| Lot 65 | 8985 S. Cordgrass Circle East | Steven and Jana Beeck | 1 |
| | | Number of Lots Approving | 44 |
| | | Percentage of Total Lots | 67.7% |

| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE 06/19/18 |
|------------------------------|---|-----------------------------|
| REPORTS & RECOMMENDATIONS | ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (8029 SOUTH 35TH STREET) (APPROXIMATELY 8.15 TOTAL ACRES; AREA TO BE REZONED IS APPROXIMATELY 0.75 ACRES) (WILLIAM F. ZIMMERMANN, APPLICANT) | ITEM NUMBER 15.9. |

At its June 7, 2018 meeting the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (8029 South 35th Street) (Approximately 8.15 total acres; area to be rezoned is approximately 0.75 acres) (William F. Zimmermann, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2018-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (8029 South 35th Street) (Approximately 8.15 total acres; area to be rezoned is approximately 0.75 acres) (William F. Zimmermann, Applicant).



8029 S. 35th Street
TKN: 808 9985 000



Planning Department
(414) 425-4024

0 230 460 920 Feet

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



2017 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2018-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REMOVE THE EXISTING C-1
CONSERVANCY DISTRICT ZONING FROM THE PROPERTY
(8029 SOUTH 35TH STREET)
(APPROXIMATELY 8.15 TOTAL ACRES; AREA TO BE REZONED IS
APPROXIMATELY 0.75 ACRES)
(WILLIAM F. ZIMMERMANN, APPLICANT)

WHEREAS, William F. Zimmermann having petitioned to remove the existing C-1 Conservancy District zoning from the property located at 8029 South 35th Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 7th day of June, 2018, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-6 Suburban Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 13, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of said Northwest 1/4 of said Section; thence S.00°00'29"E. along the east line of said Northwest 1/4 a distance of 664.08 feet, said point being the point of beginning; thence continue S.00°00'29"E. along said east line a distance of 331.58 feet; thence

S.87°55'24"W. parallel with the north line of said Northwest 1/4 of section a distance of 1104.46 feet; thence N.00°00'29"W. parallel with the east line of said Northwest 1/4 of section a distance of 331.58 feet; thence N.87°55'24"E. parallel with the north line of said Northwest 1/4 of section a distance of 1104.46 feet to the point of beginning. Tax Key No. 808-9985-000.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION**

Meeting of June 7, 2018

Rezoning

RECOMMENDATION: City Development Staff recommends approval of the proposed Rezoning, subject to the conditions in the draft ordinance.

| | |
|---------------------------------------|--|
| Project Name: | Zimmermann Rezoning |
| Project Address: | 8029 South 35 th Street |
| Applicant: | William F. Zimmermann |
| Owners (property): | William F. Zimmermann |
| Current Zoning: | R-6 Suburban Single-Family Residence District and C-1 Conservancy District |
| Proposed Zoning: | R-6 Suburban Single-Family Residence District |
| 2025 Future Land Use: | Residential and Areas of Natural Resource Features |
| Use of Surrounding Properties: | Single-family residential to the north, south, east and west |
| Applicant Action Requested: | Recommendation of approval of the Rezoning request |

Project Description and Analysis:

On October 12, 2017, the applicant filed an application requesting to rezone approximately 0.75 acres or approximately 32,641 square feet of the C-1 Conservancy District portion of land upon property located at 8029 South 35th Street to R-6 Suburban Single-Family Residence District.

At the May 3, 2018, Plan Commission meeting, an Application from Mr. Zimmermann for a four (4) Lot Certified Survey Map (CSM) was tabled and referred back to staff. Staff's recommendation for the CSM included a condition stating, "The applicant shall submit a Rezoning Application to remove the existing C-1 Conservancy District zoning, prior to recording the Certified Survey Map. If rezoned, the zoning information on the CSM shall be revised accordingly." Mr. Zimmermann is still working with his surveyor on a revised CSM, but the document was not ready for this meeting.

Staff recommends removal of the C-1 Conservancy District as it is no longer utilized by the City (see Section 15-1.0111 below).

SECTION 15-1.0111 REPEAL

A. Repeal of Zoning Ordinance. The City of Franklin Ordinance No. 221 adopted on February 6, 1968 and subsequent amendments thereto, relating to the zoning of land is hereby repealed and all other Ordinances or parts of Ordinances of the City of Franklin inconsistent or conflicting with this Ordinance, to the extent of the inconsistency or conflict only, are hereby repealed, excepting Section 8.5 of Ordinance No. 221 (B-4 Regional Shopping District) and Section 12.1 of Ordinance No. 221 (C-1 Conservancy District), which shall remain in effect until such time, after duly held public hearing, as the Common Council rezones the lands in a B-4 or C-1 zoning pursuant to Ordinance No. 221 to a zoning district

provided for within this Ordinance. Immediately upon approval of said rezonings, the aforementioned Sections 8.5 and 12.1 shall be repealed without further public hearing.

SEWRPC delineated the wetlands on the subject property on September 19, 2017. SEWRPC also delineated an Isolated Natural Resource Area (mature woodland) on the west side of the property. Benchmark Survey has prepared a Natural Resource Protection Plan (NRPP) based on SEWRPC's delineations. As part of the Certified Survey Map (CSM) Application, Staff added a condition for the applicant to prepare a written conservation easement document for Common Council review and approval and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit. Therefore, if the CSM is approved, the resources located within the current swath of C-1 on the subject property will be protected in perpetuity via a Conservation Easement.

Staff Recommendation:

City Development Staff recommends approval of the proposed Rezoning, subject to the conditions in the draft ordinance.

Project Summary:

RE:
William Zimmermann property
Tax Key # 808-9985-000

Written detail description of the project:

It is my intentions to create 4 building sites for future residential homes within the existing R-6 Zoning district.

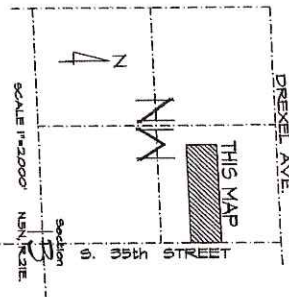
Parcel known as Tax Key # 808-9985-000
Parcel Address 8029 S.35th Street, City of Franklin, WI

LEGAL DESCRIPTION FOR REZONING PURPOSES

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Northeast corner of said Northwest $\frac{1}{4}$ of said Section; thence S.00°00'29"E. along the east line of said Northwest $\frac{1}{4}$ a distance of 664.08 feet, said point being the point of beginning; thence continue S.00°00'29"E. along said east line a distance of 331.58 feet; thence S.87°55'24"W. parallel with the north line of said Northwest $\frac{1}{4}$ of section a distance of 1104.46 feet; thence N.00°00'29"W. parallel with the east line of said Northwest $\frac{1}{4}$ of section a distance of 331.58 feet; thence N.87°55'24"E. parallel with the north line of said Northwest $\frac{1}{4}$ of section a distance of 1104.46 feet to the point of beginning.

LOCATION MAP
NW 1/4 Sec. 13-5-21E.
DREXEL AVE.



MAP FOR REZONING

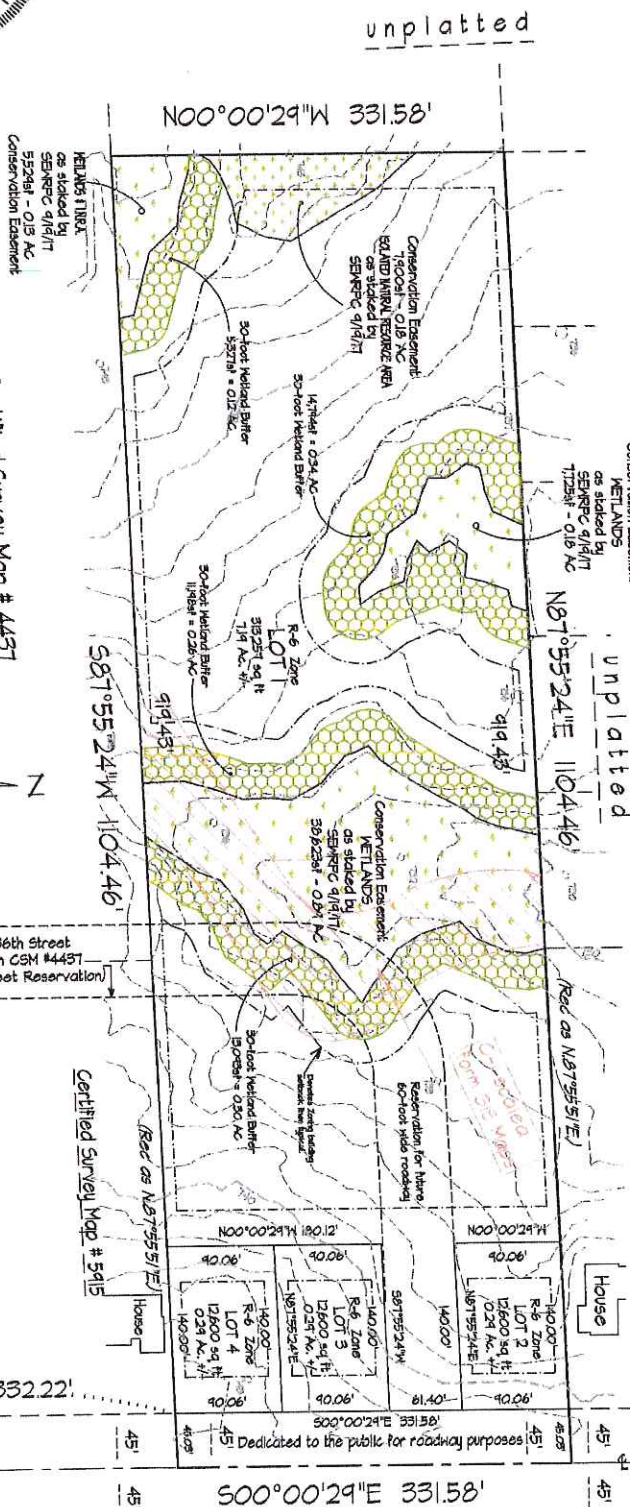
PROPOSED CERTIFIED SURVEY MAP

part of the NE 1/4 of the NW 1/4 of Section 13, Town 5 North, Range 21 East, City of Franklin, WI

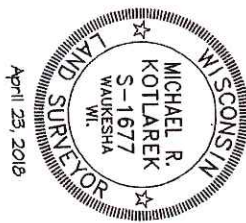
LOTS 1, 2, 3 AND 4 ARE SERVED BY
PUBLIC SANITARY SEWER AND WATER
THIS SITE HAS WETLANDS AND HYDRIC SOILS
PER DNR SURFACE WATER DATA VIEWER

ZONED R-6 SUBURBAN SINGLE-FAMILY RESIDENCE.
BUILDING SETBACKS ARE AS FOLLOWS:
Min Front Yard... 30ft Min Side Yard... 10ft
Min Rear Yard... 30ft Min Wetlands Setback... 50ft

Certified Survey Map # 4454



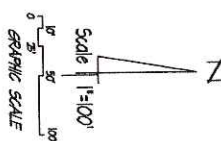
Certified Survey Map # 4437



April 23, 2016

Franklin
APR 27 2018
City Development

2FT CONTOURS PER TOPOGRAPHIC
MAP OF THE NW 1/4 SECTION
13-5-21 PREPARED FOR MILWAUKEE
COUNTY NGVD 1928 DATUM



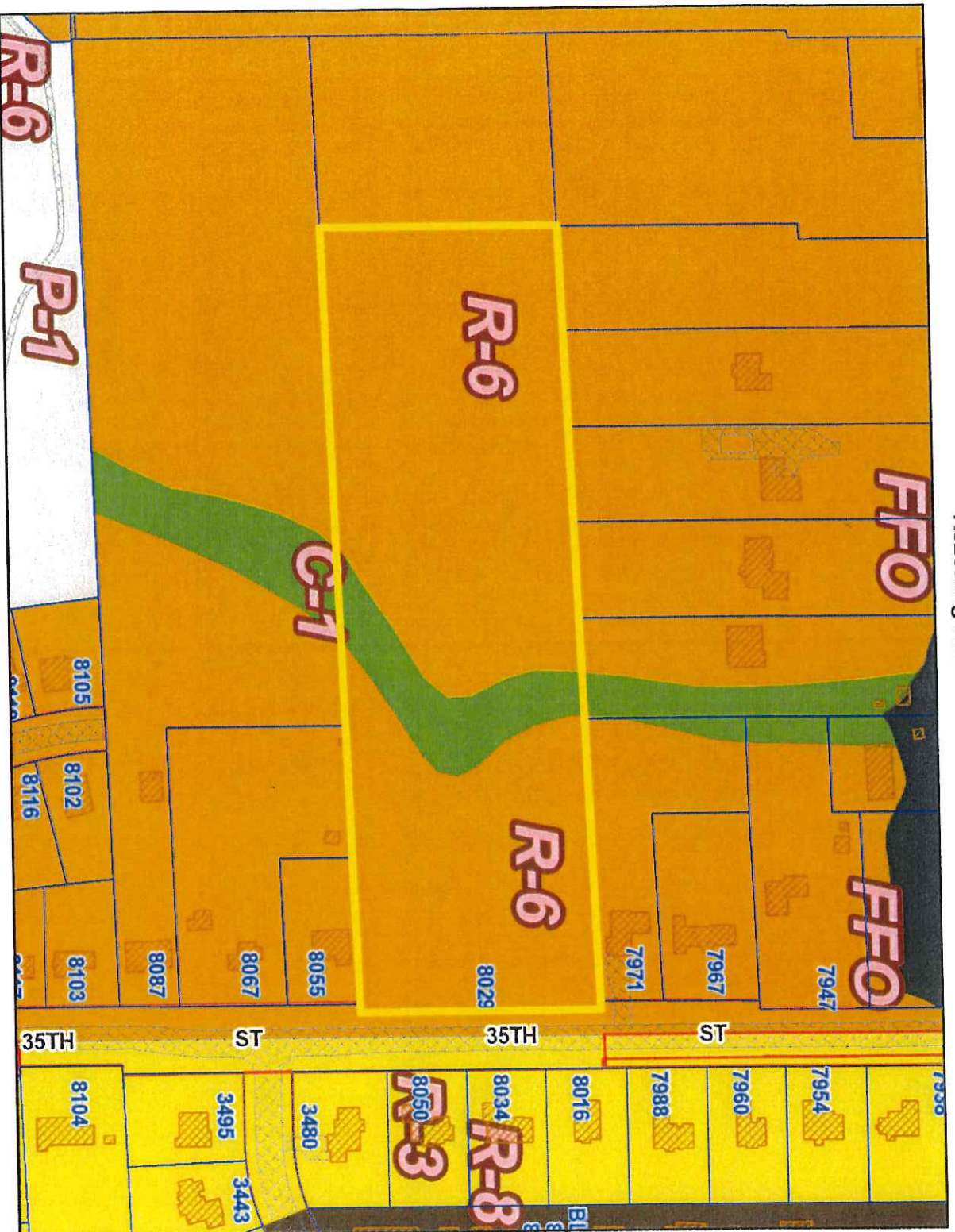
PROJECT INFORMATION
OWNER: WILLIAM F. ZIMMERMAN
360 E. HOWARD
MILWAUKEE, WI 53201
PROPERTY TAXID # 808-4495-000



BENCHMARK LAND SURVEY TECHNOLOGY
Full Land Surveying Services
(262) 658-1686 surveyor@bcspt.com
NBOM28352 Koscius Rd, Hartland, WI, 53029

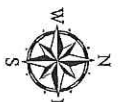


Rezoning Exhibit



(C) City of Franklin, WI

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin, as well as its employees, agents, and contractors, does not warrant, represent, or guarantee the accuracy, completeness, or currency of the information provided through this site. The maps and information provided by the City of Franklin are compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site, and provides such information "as is" without any warranty, express or implied, and disclaims any liability for any damages or losses resulting from the use or misuse of the maps and information provided. The City of Franklin makes every effort to provide accurate, complete, and up-to-date information. It shall not be held responsible for any discrepancies contained herein. Each individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.



Map Printed: 5/22/2018

Overview Map



- Building
- City Boundary
- Condo
- CSM
- Easement
- Elementary District
- Environmental Corridor
- FEMA DFIRM Flood - Zone A
- FEMA DFIRM Flood - Zone AE
- FEMA - 0.2% Annual Chance
- Parcel
- Park
- Pavement
- County or State Hwy
- Local Road
- Road Right-of-Way
- School District
- Wetland

- Zoning Districts**
- A-1
 - A-2
 - B-1
 - B-2
 - B-3
 - B-4
 - B-5
 - B-6
 - B-7
 - BP
 - CC
 - C-1
 - FC
 - F-1
 - F-2
 - F-3
 - F-4
 - F-5
 - F-6
 - F-7
 - F-8
 - F-9
 - F-10
 - F-11
 - F-12
 - F-13
 - F-14
 - F-15
 - F-16
 - F-17
 - F-18
 - F-19
 - F-20
 - F-21
 - F-22
 - F-23
 - F-24
 - F-25
 - F-26
 - F-27
 - F-28
 - F-29
 - F-30
 - F-31
 - F-32
 - F-33
 - F-34
 - F-35
 - F-36
 - F-37
 - F-38
 - F-39
 - F-40
 - F-41
 - F-42
 - F-43
 - F-44
 - F-45
 - F-46
 - F-47
 - F-48
 - F-49
 - F-50
 - F-51
 - F-52
 - F-53
 - F-54
 - F-55
 - F-56
 - F-57
 - F-58
 - F-59
 - F-60
 - F-61
 - F-62
 - F-63
 - F-64
 - F-65
 - F-66
 - F-67
 - F-68
 - F-69
 - F-70
 - F-71
 - F-72
 - F-73
 - F-74
 - F-75
 - F-76
 - F-77
 - F-78
 - F-79
 - F-80
 - F-81
 - F-82
 - F-83
 - F-84
 - F-85
 - F-86
 - F-87
 - F-88
 - F-89
 - F-90
 - F-91
 - F-92
 - F-93
 - F-94
 - F-95
 - F-96
 - F-97
 - F-98
 - F-99
 - F-100

Legend includes all layers even if they are not visible in the map.