

PRAIRIE RUN SUBDIVISION

DEED RESTRICTIONS FOR SINGLE-FAMILY RESIDENCES

A. City of Marshfield zoning requirements will be followed with the following clarifications and modifications. (See additional subdivision covenants.)

1. Setbacks and permitted uses will follow the R-3 zoning requirements.
 - a) Front yard
Dwelling – 25'
Other uses – 35'
 - b) Rear yard
Dwelling – 25'
Other uses – 20'
 - c) Least side yard
Dwelling – 7'-5"
Other uses – 15'
2. No, visible to the public, radio or television antennas will be allowed.
3. All owners in the Prairie Run Subdivision will belong and subscribe to the rules endorsed by the Prairie Run Neighborhood Association, Inc.
4. Since Prairie Drive will be a major artery in the subdivision, all driveways on corner lots will not be allowed to be on Prairie Drive.

PLANTING REQUIREMENTS FOR SINGLE-FAMILY LOTS

(All quantities to be based on a typical site of 120' x 136' = 16,320 sf.±)

All quantities of trees for larger or smaller sites to be pro-rated
with all fractional quantities to be rounded up.

QUANTITY OF TREES:

- (3) Shade trees (2" diameter caliper minimum)
- (2) Ornamental trees (1-1/2" diameter caliper minimum)
- (3) Evergreen trees (6' height, balled and burlapped)

QUANTITY OF OTHER LANDSCAPING:

All front and side yards visible from the street to have continuous foundation plantings. (See typical site plan layout)

All planting areas to be edged with brick or stone and all beds to have bark mulch or complementary stone. (See typical site plan for required foundation planting, 10' minimum garage setback from front of house and 4' minimum garage setback of any garage portion greater than standard 24' x 24', two-car garage.

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COVENANTS

- A. All single-family homes constructed in the Prairie Run Subdivision will be required to be approved both at the preliminary design phase and the construction drawing phase by the Architectural Review Committee prior to construction. Landscaping plans will be required and approved also. (Prairie style landscaping will be encouraged.) These covenants pertain to all single-family homes built in the Prairie Run Subdivision, as defined on Certified Survey Map No. 13721. All owners will belong to the Prairie Run Neighborhood Association.
- B. All street frontage elevations will be required to have a minimum of 25% masonry. All masonry will extend around any outside corner the depth of the quoining used or to the nearest inside corner of the exterior wall.
- C. All roof pitches will be a minimum of 6/12 unless the architectural style dictates the pitch to be less, however, in no case will it be less than 4/12.
- D. Only earth tone colors will be approved and actual samples need to be submitted for approval.
- E. All attached garages will be setback a minimum distance of 10' from front or side of house that garage adjoins; and any garage larger than 2 cars will require a minimum of 4' offset from the standard 2-car garage portion.
- F. All residence construction or improvements shall be completed within one (1) year after start of such construction or improvements. All residences must have the following minimum square footage.
 - 1. Two-story residence including multi-level (bi-level, tri-level) – 2,200 sq. ft. of living space;
 - 2. Single-story ranch – 1,500 sq. ft. of living space.
- G. All excess earth, stumps, slashings and construction debris must be removed from the premises within 60 (sixty) days from the beginning of construction and under no circumstances dumped in any spot on land within this plat.
- H. Mobile homes, pre-fabs, double-wides will not be permitted in this plat.
- I. Any vehicles or trailers, recreational or otherwise, when not in use shall be stored in garage of residences or detached garage of said property. If said buildings are inadequate to store such vehicle, said vehicle shall not be parked on this property and must be stored elsewhere.
- J. All property owners within the subdivision shall be responsible for the safety of all their own family members, friends and pets when it comes to open water or ponds. No pond will be required to be fenced.

- K. All properties within the Prairie Run Subdivision will be maintained in such a manner that adjacent properties will not be devalued.
- L. This contract constitutes a mutual covenant running with the land and shall take effect and be binding on all parties hereto, their heirs and assigns, and all persons and parties claiming under them for a period of 25 (twenty-five) years from the date these covenants are recorded after which time these covenants shall be automatically extended for successive periods of 10 (ten) years, **provided** any instrument signed by owners of a majority of the lots in said plat which has been recorded and which provides for a change or cancellation of these covenants in whole or in part shall be sufficient to cancel or change these covenants accordingly effective upon the recording of said instrument.
- M. Enforcement of the covenants herein shall be by proceedings at law or in equity by one or more owners of any lot in this plat against any individual or corporation, including a municipal corporation, violating or attempting to violate any covenant herein either to restrain such violation or to recover damages therefore or both.
- N. Invalidation of one or more of these covenants by judgment or court order shall in no way affect any of the other covenants herein which shall remain in full force and effect unless changed or cancelled as herein provided.

IN WITNESS WHEREOF, we the undersigned owners of all of the single-family lots in Phase I of the Prairie Run Subdivision, Marathon County, Wisconsin, have hereunto set our hands and seals this _____ day of _____, 2006.

PRAIRIE RUN GROUP, INC.