SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF WELSHIRE FARM SUBDIVISION

4881576

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 16, 2026 10:16 AM
James R Behrend
Register of Deeds

4 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Name and Return Address:
Welshire Farm, LLC
c/o Neumann Developments, Inc.
N27 W24025 Paul Court,
Suite 100,
Pewaukee, WI 53072

Tax Key No(s). DELT0811999

This First Amendment to the Declaration of Protective Covenants of Welshire Farm Subdivision (the "First Amendment") is made this 8th day of June, 2026, by Welshire Farm, LLC ("Declarant"), a Wisconsin limited liability company.

RECITALS

A. Welshire Farm, LLC created that certain Declaration of Protective Covenants for Welshire Farm Subdivision dated recorded on December 20, 2024 as Document No. 4798413 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Declarations"). The Declaration encumbers certain real property located in the Town of Delafield (the "Town"), Waukesha County; and

B. Welshire Farm, LLC recorded the Final Plat for Welshire Farm Subdivision on December 20, 2024 as Document No. 4798411 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Subdivision"), as described in Exhibit A; and

C. Welshire Farm, LLC recorded the Final Plat for Welshire Farm Addition No.1 Subdivision on February 27, 2025 as Document No. 4806493 in the office of the Register of Deeds of Waukesha County, Wisconsin as described in Exhibit A; and

D. Welshire Farm, LLC is the Owner of the Expansion Area #1 as described in the Declarations; and

E. The Declaration, Section 11.2, Declarant reserves the right to amend the Declarations by recording a document with the Register of Deeds of Waukesha County; and

F. Declarant hereby desire to subject the Subdivision, including Expansion Area(s), to the conditions as outlined in this Second Amendment.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Declarations are hereby amended as follows:

1. Exterior Illumination/Lighting: Section 2.5.8 of the Declaration is amended in its entirety to read as follows:

   All outdoor light fixtures shall be set back a minimum of three feet from the property line and shall be directed or shielded so that the direct light rays are not visible beyond the property line. All homes in The Villas, The Residences, and The Estates of the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) electric lights on the street facing elevation of the home. If the garage is a side entry or courtyard style garage, at least one (1) electric light located on the street facing elevation and one (1) photo electric light located on the garage side elevation shall be alternatively accepted. No more than five (5) uplighting fixtures accenting landscaping features may be installed per each elevation of the home unless approved by the ACC. In no case shall illuminance level from any outdoor light fixture(s), indivividually or combined, measure above .2 footcandle in any location beyond the property line.

2. Ratification of Declaration: Except as expressly modified by this Second Amendment, all other terms of the Declarations, as may be amended, 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 Second Amendment and the Declarations, as may be amended, the terms and conditions of this Second Amendment shall control and govern. In all other respects, the terms and conditions of the Declarations are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

3. Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration.

[SIGNATURES ON FOLLOWING PAGE]

Dated as of the date first written above.

Declarant:

Welshire Farm, LLC

By: Neumann Developments, Inc., its sole member

By:_____
Bryan Lindgren, President

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
WAUKESHA COUNTY)

Personally came before me this 8th day of June, 2026, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Welshire Farm, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

Name: Ryan Fritsch
Notary Public, State of Wisconsin
My commission Expires: 3/4/2029

This instrument was drafted by:

Neumann Developments
Ryan Fritsch
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Descriptions of

WELSHIRE FARM SUBDIVISION

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 23, in Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin; consisting of Lots 1 through 8 and Outlots 1 & 2 of the Welshire Farm Subdivision.

WELSHIRE FARM ADDITION NO.1 SUBDIVISION

Being a part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4, and Government Lot 2 of Section 23 in Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin; consisting of lots 9 through 50 and Outlots 3 through 11 of Welshire Farm Addition No. 1 Subdivision.

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FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF WELSHIRE FARM SUBDIVISION

4806519

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

February 27, 2025 11:37 AM
James R Behrend
Register of Deeds

4 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

This First Amendment to the Declaration of Protective Covenants of Welshire Farm Subdivision (the "First Amendment") is made this 27th day of February, 2025, by Welshire Farm, LLC ("Declarant"), a Wisconsin limited liability company.

Name and Return Address:
Welshire Farm, LLC
c/o Neumann Developments, Inc.
N27 W24025 Paul Court,
Suite 100,
Pewaukee, WI 53072

Tax Key No(s). DELT0811999

RECITALS

A. Welshire Farm, LLC created that certain Declaration of Protective Covenants for Welshire Farm Subdivision dated recorded on December 20, 2024 as Document No. 4798413 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Declarations"). The Declaration encumbers certain real property located in the Town of Delafield (the "Town"), Waukesha County; and

B. Welshire Farm, LLC recorded the Final Plat for Welshire Farm Subdivision on December 20, 2024 as Document No. 4798411 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Subdivision"); and

C. Welshire Farm, LLC recorded the Final Plat for Welshire Farm Addition No.1 Subdivision on February 27th 2025 as Document No. 4806493 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Expansion Area #1") as described in Exhibit A; an

D. Welshire Farm, LLC is the Owner of the Expansion Area #1 as described in the Declarations; and

E. The Declaration, Section 11.2, Declarant reserves the right to amend the Declarations by recording a document with the Register of Deeds of Waukesha County; and

F. Declarant hereby desire to subject the Expansion Area #1 to the Declarations to insure that the Expansion Area #1 lot owners shall have the benefit and obligations of the terms and conditions of the Declarations, as may be amended.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Declarations are hereby amended as follows:

1. Expansion Area #1: the Expansion Area #1 is as described on Exhibit A; consisting of lots 9 through 50 and Outlots 3 through 11 are hereby added to the Subdivision.

2. Future Expansion Area: Remaining area not specified shall remain under control and ownership of the Declarant and retained for future expansion. Declarant specifically reserves the rights as outlined in the Declaration to add or subtract additional real estate from the subdivision.

3. Ratification of Declaration: Except as expressly modified by this First Amendment, all other terms of the Declarations, as may be amended, 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 First Amendment and the Declarations, as may be amended, the terms and conditions of this First Amendment shall control and govern. In all other respects, the terms and conditions of the Declarations are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

[SIGNATURES ON FOLLOWING PAGE]

Dated as of the date first written above.

Declarant:

Welshire Farm, LLC

By: Neumann Developments, Inc., its sole member

By: _____
Bryan Lindgren, President

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
WAUKESHA COUNTY)

Personally came before me this 17th day of February, 2025, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Welshire Farm, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Ryan Fritsch
Notary Public, State of Wisconsin
My commission Expires: 3/4/2025

This instrument was drafted by:

Neumann Developments
Ryan Fritsch
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Descriptions of

WELSHIRE FARM SUBDIVISION

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 23, in Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin; consisting of Lots 1 through 8 and Outlots 1 & 2 of the Welshire Farm Subdivision.

EXPANSION AREA #1

WELSHIRE FARM ADDITION NO.1 SUBDIVISION

Being a part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4, and Government Lot 2 of Section 23 in Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin; consisting of lots 9 through 50 and Outlots 3 through 11 of Welshire Farm Addition No. 1 Subdivision.

DECLARATION OF PROTECTIVE COVENANTS OF WELSHIRE FARM

4798413

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 20, 2024 10:32 AM
James R Behrend
Register of Deeds

34 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Name and Return Address:

Welshire Farm, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s). DELT0809996

THIS DECLARATION OF PROTECTIVE COVENANTS OF WELSHIRE FARM SINGLE FAMILY (the "***Declaration***") is made and entered this ____ day of _____, 20____, by WELSHIRE FARM, LLC, a Wisconsin limited liability company ("***Declarant***").

RECITALS

WHEREAS, Declarant owns the real estate located in the Town of Delafield, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "***Property***").

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the initial phase of the Subdivision will be a platted subdivision consisting of eight (8) single family lots ("***Phase I***"), as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, when fully expanded, the Declarant anticipates that the lots created now or in the future in the Subdivision will be grouped in physical proximity and organized around different sets of building styles, with each such group known as a "Community". The Declarant anticipates that the Subdivision will eventually consist of up to three (3) communities, to be known as The Villas at Welshire Farm ("***The Villas***"), The Residences at Welshire Farm ("***The Residences***"), and The Estates at Welshire Farm ("***The Estates***"). By this Declaration, the Declarant desires to impose restrictions on three (3) communities in Phase I, which includes portions of The Villas, and to provide for the future inclusion of additional portions of The Villas, The Residences, and The Estates.

WHEREAS, As outlined in this Declaration, Phase I and expansion areas shall be managed by a Homeowner's Association, the "Association". Declarant may also form a "Master Association" which, in addition to managing the Association, may also manage one or more condominium communities within the Expansion Area. As part of this Master Association, Declarant may construct, or allow to be constructed in the future, one or more Common Improvements which shall be made available to all Lot Owners. Declarant may establish and impose certain provisions, restrictions, conditions, and easements with the Master Association. Provisions of the Master Association, if any, shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assignees and all subsequent owners and occupants of all or any part of such real property.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the Subdivision, to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase I of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 "***Association***" shall mean Welshire Farm Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 "***ACC***" shall mean the Architectural Control Board as established by the Declarant.

1.3 "***Amenity Area***" shall mean that area as more particularly described in Section 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 "***Association Insurance***" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 "***Board***" or "***Board of Directors***" shall mean the governing body of the Association, elected according to the Bylaws.

1.6 "***Building***" shall mean any freestanding structure located in the Subdivision. A "***dwelling***" or a "***home***" is a Building intended for occupancy in accordance with Section 6.1.

1.7 "***Bylaws***" shall mean the Bylaws of the Association as adopted by the Board.

1.8 "***Common Areas***" shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, Trail System, and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.9 "***Common Improvements***" shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 "***Community***" shall mean a series of Lots designated in this Declaration or an amendment as being grouped together for purposes of administration of this Declaration.

1.11 "***County***" shall mean the County of Waukesha, Wisconsin.

1.12 "***Declarant***" shall mean Welshire Farm, LLC and its successors and assigns pursuant to Section 15.7 of this Declaration.

1.13 "***Declaration***" shall mean this Declaration as the same may be amended from time to time.

1.14 "***Developer***" shall mean Welshire Farm, LLC.

1.15 "***Director***" shall mean a member of the Board.

1.16 "***Documents***" shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 "***Easement***" shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.18 "***Expansion Area***" shall mean the remainder of Outlot ____ as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B; plus any immediately adjacent lands.

1.19 "***Lot***" shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Section 11.2.

1.20 "***Master Association***" shall mean the Welshire Farm Master Association as may be created by the Declarant; the members of which shall be the Association created to manage the

Subdivision, including expansion areas and the Association, created to manage the condominium community, if any.

1.21 "***Mortgage***" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.22 "***Mortgagee***" shall mean the holder of a Mortgage.

1.23 "***Municipality***" or "***Municipal***" shall mean the Town of Delafield, Wisconsin.

1.24 "***Natural Materials***" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, cement board, LP SmartSide Siding, brick, stone, plaster or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.25 "***Occupant***" shall mean the Owner and any other person residing in a Building.

1.26 "***Owner***" shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.27 "***Outlot***" or "***Outlots***" shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.28 "***Pet***" shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.29 "***Plat***", "***Plat of Subdivision***", or "***Final Plat***" shall mean the Plat of Welshire Farm, as recorded with the Register's Office on the 20th day of December, 2024 as Document No. 4798411 and attached hereto as Exhibit B.

1.30 "***Register's Office***" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.31 "***Rules***" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.32 "***Storm Water Facilities***" shall mean the private storm water basins installed in Outlots 1 together with the easements as shown on the Final Plat.

1.33 "***Storm Water Management Agreement***" shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office.

1.34 "***Storm Water Permit***" shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.35 "***Subdivision***" shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.36 "***The Villas***" shall mean the Community designated as The Villas at Welshire Farm.

1.37 "***The Residences***" shall mean the Community designated as The Residences at Welshire Farm.

1.38 "***The Estates***" shall mean the Community designated as The Estates at Welshire Farm. In Phase I, Lots 1through 8 comprise The Villas.

1.39 "***Trail System***" shall mean the paved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

1.40 "***Trail System Easement Agreement***" shall mean that certain Perpetual and Permanent Trail System Access Agreement by and between Declarant and the Municipality and recorded with the Register's Office.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the ACC. Upon Declarant's surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("***Drawings***") showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors,

whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	**MINIMUM SIZE:**
The Villas:	
One story	1,500 square feet
More than one story	1,800 square feet
The Residences:	
One story	1,800 square feet
More than one story	2,100 square feet
The Estates:	

One story	2,400 square feet
More than one story	2,800 square feet with minimum 1500 SF on the first floor

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway.

2.4.1 The Villas. Each residence within The Villas shall have a garage for not less than two cars attached to the residence containing a minimum of 400 square feet. Any architectural features, brick or stone placement on a two-car garage must be extended to a three-car garage if applicable. At least one garage front of a three-car garage must be staggered from the face of the other garage door(s). Garage doors for more than three cars shall not be permitted. All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar.

2.4.2 The Residences. Each home within The Residences shall have a garage for not less than two cars attached to the home containing a minimum of 440 square feet. Any architectural features, brick or stone placement on a two-car garage must be extended to a three-car garage if applicable. At least one garage front of a three-car garage must be staggered from the face of the other garage door(s). Garage doors for more than three cars shall not be permitted. All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar.

2.4.3 The Estates. Each home within The Estates shall have a garage for not less than three cars attached to the home containing a minimum of 720 square feet. Any architectural features, brick or stone placement on a two-car garage must be extended to a three-car garage if applicable. At least one garage front of a three-car garage must be staggered from the face of the other garage door(s). Garage doors for more than three cars shall not be permitted. All garage doors shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar.

2.4.4 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. All homes shall be sided with cedar, cement board siding, stone, brick or stucco; vinyl will not be allowed. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. If window grids are used on the front elevation they shall be continued around all elevations. All corners shall be six inch (6") trim boards. The rear elevation of all homes

must have a minimum of five (5) architectural elements. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. In addition, the following shall apply:

(a) The Villas. The Front elevation must contain an architecturally appealing stone or masonry element. Side elevations of homes shall require a minimum of three (3) architectural elements for elevation for ranch homes and five (5) architectural elements for each two-story elevation. The rear elevation of all homes must have a minimum of one break or offset, a minimum of one gable or hip roof detail to match front theme, and a minimum of five (5) architectural elements. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. Architectural features of the front elevation such as vertical siding, board and batten, shake siding, or gable details shall be continued on all elevations.

(b) The Residences. The front elevation in the Residences must have a minimum of twenty-five percent (25%) stone or brick. The stone or brick must terminate at an inside corner whenever possible. If that is not possible, it may terminate at a corner board that is at least (six inch) 6" in width. Side elevations of homes shall require a minimum of four (4) architectural elements for elevation for ranch homes and six (6) architectural elements for each two-story elevation. The rear elevation of all homes must have a minimum of one break or offset, a minimum of one gable or hip roof detail to match front theme, and a minimum of five (5) architectural elements. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. Architectural features of the front elevation such as vertical siding, board and batten, shake siding, or gable details shall be continued on all elevations. No single-story building wall may extend more than thirty (30) feet in length without an offset of at least two (2) feet. No two-story building wall may extend more than twenty (20) feet in length without an offset of at least two (2) feet except as approved by the ACC.

(c) The Estates. The front elevation in the Estates must have a minimum of thirty percent (30%) stone or brick. The stone or brick must terminate at an inside corner. Side elevations of homes shall require a minimum of four (4) architectural elements for each ranch elevation and six (6) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. Architectural features of the front elevation such as vertical siding, board and batten, shake siding, or gable details shall be continued on all elevations. No single-story building wall may extend more than thirty (30) feet in length without an offset of at least two (2) feet. No two-story building wall may extend more than twenty (20) feet in length without an offset of at least two (2) feet except as approved by the ACC.

(d) ACC Discretion. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance to other homes in close proximity, as determined by the ACC.

2.5.2 Roof.

(a) The Villas. A residence within The Villas shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12 or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(b) The Residences. A residence within The Residences shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front-facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(c) The Estates. A home within The Estates shall have a roof made of asphalt meeting the designation of "Lifetime Dimensional Shingle", or better, with a minimum pitch ratio of 8:12 on a 2-story home or a minimum pitch ration of 10:12 on a ranch home or other pitch as specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Fences shall be installed no closer than twenty-four inches (24") from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Privacy Screening. All privacy screening of patios, yards, etc. is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers for patios may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening. Attractive uses of trees or other plantings for the purpose of screening may be approved by the ACC in writing, provided that they are spaced a minimum of ten (10) feet apart and are installed in a staggered manner.

2.5.5 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.6 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance

between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.7 Cluster Box Units.

(a) CBUs. The term "***CBU***" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. The Declarant shall direct the HOA to install CBUs in locations as approved by the USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners or individual slot locks are in need of replacement; the current Owner shall have sole responsibility for coordinating obtaining keys or locks to their box in the CBU and payment of all costs incurred.

2.5.8 Exterior Illumination/Lighting.

(a) Front Elevation Lighting. All homes in The Villas, The Residences, and The Estates of the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) electric lights on the street facing elevation of the home. If the garage is a side entry or courtyard style garage, at least one (1) electric light located on the street facing elevation and one (1) photo electric light located on the garage side elevation shall be alternatively accepted.

(b) Landscape Uplighting. No more than five (5) uplighting fixtures accenting landscaping features may be installed per each elevation of the home unless approved by the ACC.

2.5.9 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.10 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.11 Dog Kennels. Dog kennels shall not be allowed on any Lot even where one would otherwise be permitted by Municipal ordinance or code.

2.5.12 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

2.5.13 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "***Master Grading Plan***") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2 Landscaping.

(a) The Villas. Each Lot with a home in The Villas must plant and maintain a minimum of five (5) trees: two (2) 2.5" caliper deciduous trees in the front yard, one (1) 2" caliper single-stem ornamental tree in the front yard, and (2) 2.5" caliper deciduous trees in the rear yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) The Residences. Each Lot with a home in The Residences must plant and maintain a minimum of five (5) trees: two (2) 2.5" caliper deciduous trees in the front yard, one (1) 2" caliper single-stem ornamental tree in the front yard, and (2) 2.5" caliper deciduous trees in the rear yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(c) The Estates. Each Lot with a home in The Estates must plant and maintain a minimum of five (5) trees: two (2) 2.5" caliper deciduous trees in the front yard, one (1) 2" caliper single-stem ornamental tree in the front yard, and (2) 2.5" caliper deciduous trees in the rear yard. Additionally, there must be a minimum of twelve (14) foundation plantings and mulched bed along the front foundation wall.

(d) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined in item (e) below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different

controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot. Two Hundred and Fifty Dollars ($250) of this initial fee shall be forwarded to the Master Association upon receipt.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements that are unique to the single family development, the cost of any assessments levied from the Master Association, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within

ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither the County nor the Municipality shall be liable for any fees or special assessments in the event that the County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, signs, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional

Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "***residential purposes***" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal

business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may or may not include, without limitation, a swimming pool, playground, sport court, ice skating rink, community gardens, and parking for same) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and

(b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and

(c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial

vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "***Signs***" as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act ("***CERCLA***"); Toxic Substances Control Act ("***TOCSA***"); Resource Conservation and Recovery Act ("***RCRA***"); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the "***MBA***") Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and shall continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that

the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, fire pit area, community gardens, and parking for same) in certain Common Areas determined by Declarant or the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all

Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 11, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and municipality as may be required, and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home".

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time

Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "Expansion".

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 12 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.5 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.6 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9.1. The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate

the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Expansion Area.

11.2.7 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.8 Effect of Expansion on Common Areas. To the extent that Owners have a tenancy in common interest in Common Areas prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Common Areas by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

11.2.9 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion areas; marshaling of construction materials and personnel for improvements made to the Expansion area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area

provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the

application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as this 18th day of December, 2024.

DECLARANT:

Welshire Farm, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____
Bryan Lindgren, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of December, 2024, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Welshire Farm, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Ryan Fritsch
Notary Public, State of Wisconsin
My commission: 3/4/2025

This instrument was drafted by:

Neumann Developments
Ryan Fritsch
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Description

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 23, in Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4, thence South 88°51'15" East along the North line of said Southwest 1/4 Section, 2681.40 feet to the Southwest corner of the Northeast 1/4 Section; Thence North 00°19'12" East along the West line of the Northeast 1/4 of said Section 23, 496.18 feet to the place of beginning of the lands hereinafter described.

Thence continuing North 00°19'12" East along the West line, 712.54 feet to a point on the South line of a W.E.P.C.O. Right-of-Way: Thence North 88°50'36" East along said South line, 591.93 feet to a point; Thence South 04°49'25" West 453.82 feet to a point; Thence South 45°01'50" West 331.68 feet to a point; Thence South 83°18'52" West 325.18 feet to the point of beginning.

Said Parcel contains 365,119 Square Feet (or 8.3820 Acres) of land more or less.

EXHIBIT B

Final Plat

Please note the attached plat may not be sufficiently legible due to size.

(For reference purposes only)

WELSHIRE FARM

BEING LANDS LOCATED IN A PART OF GOVERNMENT LOT 2 OF SECTION 23, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

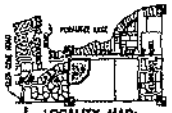
These are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

TRIO

4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone (262) 796-1480
Fax (262) 796-1481



Lot Characteristics:
LOTS 1-8
SINGLE-FAMILY LOW DENSITY
Zone 1: Lots 1 - 8
- Lot Size = 20,000 sf
- Average Lot Width = 100 feet
- Setbacks:
  - Min. Road = 35'
  - Side Offset = 15'
  - Rear Offset = 20'
  - Wetland = 75'
- Max Building Footprint = 17.5% of lot
- Open Space per Lot = 70% of lot

OWNER:
WELSHIRE FARM, LLC
N27W24025 PAUL COURT, STE. 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9230
FAX: (262) 349-8324

LEGEND

- INDICATES WAUKESHA COUNTY SHORELAND PROTECTION ORDINANCE JURISDICTIONAL BOUNDARY LINE
- INDICATES PRIMARY ENVIRONMENTAL CORRIDOR LINE (P.E.C.)
- INDICATES WETLAND SETBACK LINE

GENERAL NOTES:

- ○—• Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per linear foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per linear foot. (Unless otherwise noted)
- ●—• Indicates Found 1" iron Pipe
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-83/2011), in which the West line of the N.E. 1/4 of Section 23, Town 7 North, Range 18 East, bears North 00°19'12" East.
- The Owners of Lots 1 through 8 of the Welshire Farm plat and associated units developed by condominium plats, and owners any future lots created as part of the Welshire Farm development as shown on the Preliminary Plat, shall each have a undivided, nontransferable, fractional ownership in Outlots 1 and 2 of the Welshire Farm plat. Outlots 1 and 2 are Outlots designated to future phases of the Welshire Farm development. Waukesha County or Town of Delafield shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- The City of Delafield is working review and approval of this plat.
- The Primary Environmental Corridor (PEC) shown hereon was field delineated by Heartland Ecological Group, Inc. dated March 18, 2023 and provided to Trio Engineering LLC in digital format.
- The Town of Delafield will not be party to construction of a sound barrier wall, nor will the Town participate in any public mitigation of sound or noise abatement associated with Golf Road or I-94.
- All lands shown as primary environmental corridor shall not be disturbed, except for nature path construction and minor grading. Also, tree lines shall be preserved as indicated on the plat and construction plans.
- Stormwater Management Facilities are located on Outlot 1 of this Subdivision. The Owners of Lots 1 through 8 of the Welshire Farm plat and associated units developed by condominium plats, and future lots created as part of the Welshire Farm development as shown on the Preliminary Plat, shall be responsible for the maintenance, repair and/or restoration of the stormwater management facilities, any associated cost for performing said work, in accordance with the Stormwater Maintenance Agreement recorded with the Waukesha County Register of Deeds.
- Owners of residential lots or condominium units within the "Welshire Farm" Subdivision and any future additions to this subdivision and associated condominium plats shall each have an equal and undivided fractional interest in the private storm sewer easements, private access easements, and tree preservation easements. Said owners of residential lots or condominium units shall be liable for an equal undivided fractional share of the cost to repair, maintain, or restore said easements.

CURVE TABLE:

NO.	LEN(ft)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	CENTERLINE	200.00	22°29'26"	78.00	81.42	N77°56'06"W	N66°11'24"W	N89°40'49"W
	S. R.O.W.	167.00	22°29'26"	65.47	61.99	N77°56'06"W	N66°11'24"W	N89°40'49"W
	OUTLOT 1	167.00	7°29'03"	20.85	20.85	N69°55'18.5"W	N62°10'45"W	N69°40'49"W
	LOT 1	167.00	15°00'21"	43.82	43.68	N76°55'34.5"W	N66°11'24"W	N91°35'45"W
	N. R.O.W.	233.00	22°29'26"	91.52	90.96	N77°56'06"W	N66°11'24"W	N89°40'49"W
	OUTLOT 1	233.00	3°08'46"	12.82	12.82	N67°06'46"W	N65°36'33"W	N69°40'49"W
	LOT 2	233.00	19°20'00"	78.60	78.26	N77°37'06"W	N66°11'24"W	N96°31'36"W
2	LOT 1	75.00	23°29'37"	30.75	30.54	N64°25'30.5"W	N52°41'42"W	N76°11'24"W
3	S. R.O.W.	75.00	79°37'17"	103.65	95.56	S61°06'23"E	S12°41'42"E	N67°25'01"E
	LOT 1	75.00	5°13'00"	6.74	6.73	S65°18'11"E	S12°41'42"E	S68°34'42"E
	LOT 2	75.00	53°41'53"	72.91	70.07	S39°05'43"E	S12°54'47"E	N13°21'22"E
	OUTLOT 1	75.00	11°32'15"	15.10	15.08	S73°37'13.5"E	N79°22'20"E	N67°51'07"E
	LOT 3	75.00	3°38'06"	4.56	4.56	N69°36'06"E	N67°51'07"E	N66°25'01"E
4	E. R.O.W.	150.00	3°08'20"	18.34	17.99	N63°25'01"E	N62°25'01"E	N66°29'21"E
	LOT 3	150.00	21°31'20"	37.68	37.43	N54°25'01"E	N62°25'01"E	N43°27'41"E
	LOT 4	150.00	7°02'40"	18.08	18.04	N39°28'21"E	N43°27'41"E	N36°25'01"E
5	E. R.O.W.	75.00	108°33'37"	118.06	100.98	N53°58'37.5"W	N36°25'01"E	S45°08'36"W
	LOT 4	75.00	33°36'20"	43.97	43.35	N19°39'44.5"E	N36°25'01"E	N69°11'22"W
	LOT 5	75.00	47°32'05"	62.21	60.53	N23°56'38"W	N69°11'22"W	N44°41'42"W
	LOT 6	75.00	33°09'34"	43.39	42.78	N54°23'35.5"W	N44°41'42"W	S76°02'29"W
	LOT 7	75.00	33°12'25"	43.44	43.30	S57°25'48.5"W	S76°02'29"W	S43°49'04"W
	OUTLOT 2	22.50	146°13'38"	57.42	44.53	N63°35'57"W	N30°28'30"E	S43°49'04"W
6	N. R.O.W.	15.00	68°36'32"	17.97	16.92	N81°17'33"E	S51°31'22"E	N43°49'04"E
	LOT 7	17.00	34°46'36"	10.31	10.15	N51°13'53"E	S51°31'22"E	N43°49'04"E
	LOT 8	17.00	13°09'36"	3.85	3.79	S73°40'22"E	S65°11'24"E	S51°31'22"E
	OUTLOT 2	127.50	29°41'05"	66.06	65.32	S58°39'38.5"W	S43°49'04"W	S73°30'09"W
7	OUTLOT 2	12.50	118°11'36"	25.35	21.22	S13°31'11"W	S73°30'09"W	S44°41'42"E
8	OUTLOT 2	12.50	78°53'12"	16.19	15.08	S31°36'23"E	S44°41'42"E	N34°25'01"E
9	OUTLOT 2	12.50	30°00'00"	11.00	10.87	N49°25'01"E	N34°25'01"E	N34°25'01"E

953-21-071-01

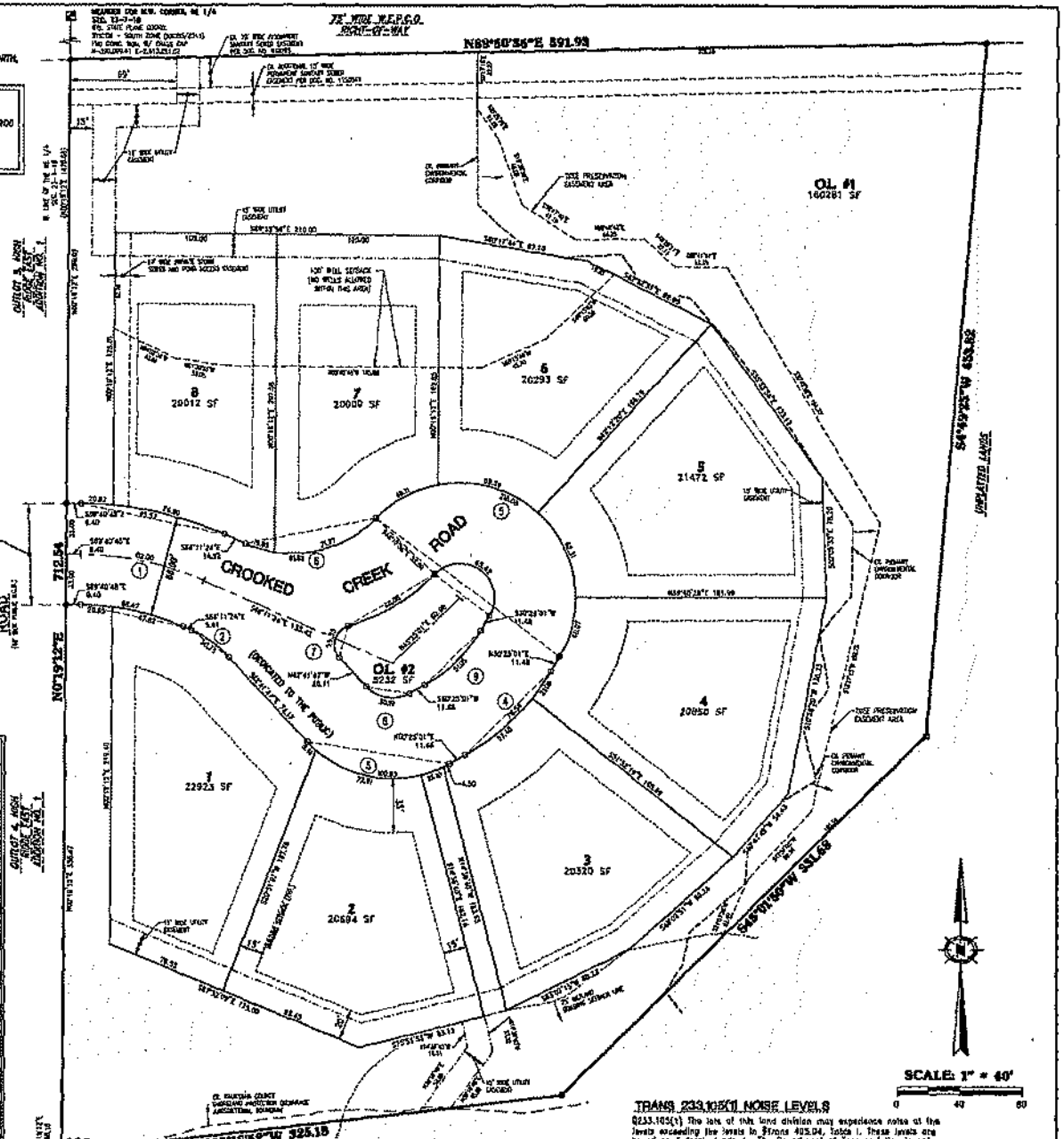
LOT #	SEASON HIGH WATER TABLE ELEV. [1]	MIN. BSMT. ELEV. [2]	Groundwater Depth (feet) [3]
1	897.65	898.90	11.00
2	897.65	898.90	11.00
3	900.44	902.10	11.60
4	900.44	902.10	11.60
5	897.43	899.70	11.25
6	897.43	898.70	11.25
7	897.43	898.70	11.25
8	897.43	898.70	11.25

[1] Elevations obtained from "Form A - Highest Groundwater Determination Report" - prepared by Todd Stair (Certified Soil Tester #277-109) dated 10/8/2020.

[2] Minimum basement elevations are set 12" above the reported seasonal high groundwater elevation, per Waukesha County.

[3] Indicates groundwater depth from existing grade. Per Waukesha County, basement floor surface shall be 1' above interpolated groundwater depth, or if any portion of the proposed basement floor is less than one foot above the highest groundwater table, a gravity drain system and suitable outlet is required.

Basement elevations shall comply with both Town of Delafield & Waukesha County requirements, as noted in table.



TRANS 233.105(1) NOISE LEVELS

233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in Tables 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

THIS INSTRUMENT WAS DRAFTED BY TED R. INGEBRIGSEN, P.L.S. (S-3116)

REVISED THIS 21st DAY OF NOVEMBER, 2024
REVISED THIS 12th DAY OF NOVEMBER, 2024
DATED THIS 9th DAY OF AUGUST, 2024

WELSHIRE FARM

BEING LANDS LOCATED IN A PART OF GOVERNMENT LOT 2 OF SECTION 23, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped lands being a part of Government Lot 2 of Section 23, in Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4, thence South 89°21'41" West along the South line of said Northeast 1/4 Section, 2673.00 feet to the Southwest corner of the Northeast 1/4 Section; Thence North 00°19'12" East along the West line of the Northeast 1/4 of said Section 23, 458.16 feet to the place of beginning of the lands hereinafter described.

Thence continuing North 00°19'12" East along the West line, 712.54 feet to a point on the South line of a W.E.P.C.O. Right-of-Way; Thence North 69°50'30" East along said South line, 591.93 feet to a point; Thence South 04°49'23" West 455.82 feet to a point; Thence South 45°01'30" West 331.83 feet to a point; Thence South 88°18'52" West 325.18 feet to the point of beginning.

Said Parcel contains 363,119 Square Feet (or 8.3329 Acres) of land more or less.

That I have made such survey, land division and map by the direction of WELSHIRE FARM, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations, Town of Delafield and Waukesha County in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRD ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "WELSHIRE FARM".

Dated this _____ Day of _____, 20 _____.

Pamela F. Reeves, County Treasurer

TREELINE PRESERVATION EASEMENT AREA/PRIMARY ENVIRONMENTAL CORRIDOR AREA RESTRICTIONS:

These areas of land identified as Treeline Preservation Area and or Primary Environmental Corridor Preservation Area on this Subdivision Plat shall be subject to the following restrictions, with the exception of a trail that should be constructed in a manner that reduces native tree loss to the greatest extent possible:

1. Grading, filling, the removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive species and dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with approval of the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.

3. Grazing by domesticated animals, i.e., horses, cows, etc. is prohibited.

4. The introduction of plant material not indigenous to the existing environment is prohibited.

5. Ponds are prohibited in the primary environmental corridor.

6. The construction of buildings is prohibited.

7. Tree cutting is prohibited within tree preservation easements identified on Outlot 1 with the exception of invasive species and dead, diseased and dying trees or trees that present a safety hazard or road maintenance impediment. Removal of trees within the tree preservation easement requires that a plan for removal and replanting of trees be submitted to the town plan commission and Waukesha County Planning & Zoning Division prior to tree cutting. Trees that are authorized to be removed shall be replaced with native trees of a minimum diameter at breast height of 2 inches.

8. The P.E.C. and tree preservation easement areas are subject to restrictions and maintenance responsibilities identified within an Open Space and Natural Resource Protection Plan that is on file with Waukesha County Planning and Zoning Division and the Town of Delafield.

TOWN OF DELAFIELD PLAN COMMISSION APPROVAL:

Approved by the Planning Commission of the Town of Delafield on this _____ Day of _____, 20 _____.

Edward Kranick, Chairman

Don Green, Administrator-Clerk/Treasurer

TOWN OF DELAFIELD BOARD APPROVAL:

Approved by the Board of the Town of Delafield on this _____ Day of _____, 20 _____.

Edward Kranick, Chairman

Don Green, Administrator-Clerk/Treasurer

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL CERTIFICATE:

The above which has been filed for approval as required by chapter 236, Wisconsin State Statutes is hereby approved on this _____ Day of _____, 20 _____.

Dale Shaver, Director

BASEMENT RESTRICTION FOR BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer be consulted regarding the construction of basements in those areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

WELSHIRE FARM, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL, INC., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

Spectrum Mid-America LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the areas marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

WELSHIRE FARM, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:
1. Town of Delafield
2. Waukesha County, Department of Parks and Land Use

AGENCIES WHO MAY OBJECT:
1. State of Wisconsin, Department of Administration

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

WELSHIRE FARM, LLC

Bryan Lindgren, President of Neumann Developments, Inc Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20_____, the above named Bryan Lindgren, of Welshire Farm LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such President, and acknowledged that he executed the foregoing instrument as such officer as the deed of said President, by its authority.

Print Name: _____
Public, _____County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

HOLLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WELSHIRE FARM, LLC, owner, this _____ day_____, 20 _____.

HOLLAND STATES BANK

David Sobojinski, Senior Commercial Relationship Manager

STATE OF ILLINOIS)
) SS
COUNTY OF STRINGHAM)

Personally came before me this _____ day of _____, 20_____, the above named David Sobojinski, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Middled States Bank of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____, IL
My Commission Expires: _____

STORM WATER MANAGEMENT PRACTICE MAINTENANCE:

The Stakeholders of lots 1 through 8 and each previous and future lot and condominium unit within all phases of the plat and associated condominium plats, shall each hold 1/211 undivided and indivisible interest in Outlot 1 of the Welshire Farm plat, and all future outlots in future phases, where the storm water management practices are located. There are one or more separate easements recorded on the property title through the Waukesha County Register of Deeds entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that apply to Outlot 1 of the Welshire Farm plat. The maintenance agreements subject this subdivision plat, and all lot owners thereto, to covenants, conditions and restrictions necessary to assure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Town of Delafield may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

In accordance with Chapter 14 – Article VII of the Waukesha County Code of Ordinances ("Storm Water Ordinance"), the Storm Water Permit Holder is responsible for constructing the storm water management practices following plans approved by Waukesha County and is responsible for maintaining the storm water practices until permit termination by Waukesha County. Upon termination of the Storm Water Permit, the owners of lots 1 through 8 and each previous and future lot and condominium unit within all phases of the Welshire Farm plat and associated condominium plats, shall be responsible for maintenance of the storm water management practices in accordance with the Maintenance Agreement.

EASEMENTS:

All lands within areas labeled "drainage easement" or "storm water easement" are reserved for storm water collection, conveyance, treatment or infiltration. No buildings, other structures or obstructions (bushes, trees, sand boxes, play equipment, etc.) are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. The Maintenance Agreement may contain specific maintenance requirements for these areas. The Town of Delafield, Waukesha County or their designee is authorized access in these areas for purposes of inspecting the storm water management practices or enforcing the terms of Maintenance Agreement.

All lands within areas labeled "access easement" shall remain clear of trees, shrubs and any structures that may interfere with the free movement of vehicles that may be needed to enter the area for maintenance purposes. The Town of Delafield, Waukesha County or their designee are authorized access to these areas for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.

All lands within areas labeled "well setback" are restricted from the placement of any well due to potential risk of contamination in accordance with the Storm Water Ordinance and Wisconsin Administrative Codes.

These are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

REVISED THIS 21st DAY OF NOVEMBER, 2024
REVISED THIS 12th DAY OF NOVEMBER, 2024
DATED THIS 6th DAY OF AUGUST, 2024

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

3

Amendment to the Storm Water Management Practice Maintenance Agreement

The purpose of this document is to amend Document # 4798412, recorded in the Office of the Register of Deeds of Waukesha County on December 20, 2024, herein referred to as the "Maintenance Agreement." This amendment extennds the Maintenance Agreement for Welshire Farm Subdivision to include Welshire Farm Addition No. 1. This Amendment includes the following exhibits:

The titleholders of lots 1 through 8 of Welshire Farm subdivision, and the titleholders of lots 9 through 50 and each condominium unit of Welshire Farm Addition No. 1 shall hold undivided and nontransferable interest in Outlot 1 of Welshire Farm subdivision and Outlots 3, 5, and 6 of the Welshire Farm Addition No. 1.

Exhibit A: Legal Description of the real estate for which this Amendment applies ("Property")

Exhibit B: Stormwater Management System Plan(s) – Shows an accurate location and plan view of the Stormwater Management Practices affected by this Amendment.

4806524

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

February 27, 2025 11:41 AM
James R Behrend
Register of Deeds

3 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Name and Return Address

Waukesha County PLU-LRD
515 W. Moreland Blvd., Room AC260
Waukesha, WI 53188

Dated this 17th day of February, 2025.

Owner: Welshire Farm, LLC

Bryan Lindgren, President, Neumann Developments, Inc., its sole Member

Acknowledgements

State of Wisconsin, County of Waukesha

Personally came before me this 17th day of February, 2025, the above named Bryan Lindgren, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name] Ryan Fritsch
Notary Public, Waukesha County, WI
My commission expires: 3/4/2025

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by:

Leif Hauge, PE
Sr. Civil Engineer
Waukesha County PLU – LRD
515 W. Moreland Blvd., Room AC260
Waukesha, WI 53188

Exhibit A
Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Amendment. For a large scale view of the referenced document, contract the Waukesha County Register of Deeds office.

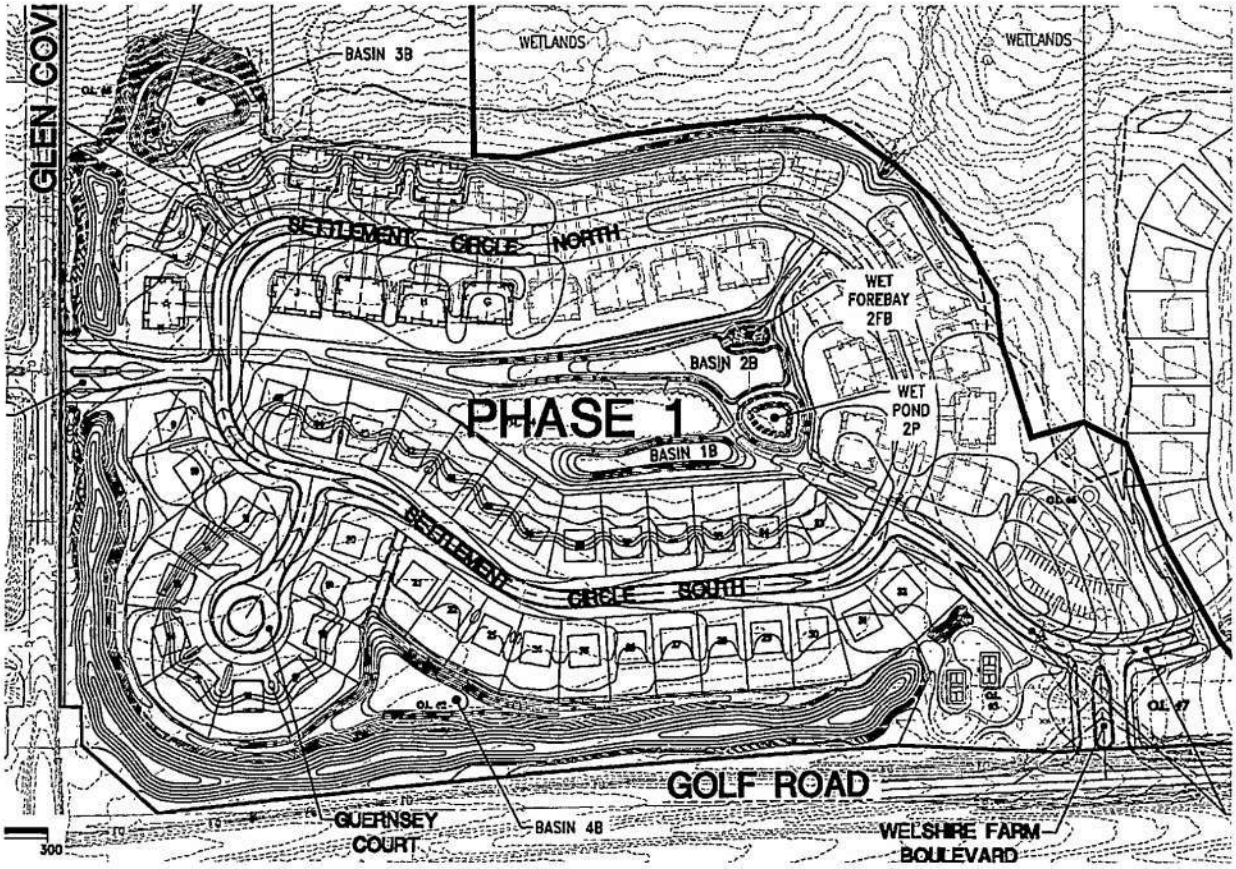
Map Produced By: Trio Engineering LLC
Legal Description:

Date of Recording: December 19, 2024
Welshire Farm subdivision, Being lands located in a part of the Southwest ¼ of the Northeast ¼ of Section 23, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

Date of Recording: 02/27/2025
Welshire Farm subdivision Addition No. 1, Being lands located in a part of the Northeast ¼ of the Southwest ¼, the Northwest ¼ of the Southeast ¼, and Government Lot 2, all in Section 23, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

Exhibit B – Location Map
Stormwater Management Practices Covered by the Agreement

The stormwater management practices being added to the Maintenance Agreement are depicted in the construction plans, as shown in the following figure, and are located within outlots 3, 5, and 6, as noted below.



FOR A FULL-SIZED VERSION OF THIS FIGURE, SEE NON-RECORDED DOCUMENT # 99032557

Document Number

Stormwater Management Practice Maintenance Agreement

4798412

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 20, 2024 10:32 AM
James R Behrend
Register of Deeds

8 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Name and Return Address

Land Resources Division
515 W Moreland Blvd, Rm AC260
Waukesha, WI 53188

DFLT080996
Parcel Identification Number(s) – (PIN)

Welshire Farm, LLC, as "Owner" of the property described below, in accordance with Chapter 14 Waukesha County Code of Ordinances, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and Stormwater Permit conditions. The owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each stormwater management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by Waukesha County for all planned stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum may contain several additional exhibits.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in Exhibit B until Stormwater Permit termination by Waukesha County in accordance with Chapter 14 of the County Code of Ordinances.
2. After Stormwater Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the stormwater management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Town of Delafield or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the Town of Delafield, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the Town of Delafield and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Town of Delafield, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Town of Delafield may require work to be done which differs from the report described in paragraph 2 above, if the Town of Delafield reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification in writing by the Town of Delafield of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town of Delafield.
5. If the Owner(s) do not complete an inspection under 2 above or required maintenance or repairs under 3. above within the specified time period, the Town of Delafield is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Town of Delafield, no notice shall be required prior to the Town of Delafield performing emergency maintenance or repairs. The Town of Delafield may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Town of Delafield shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 18th day of December, 2024.

Owner:

Welshire Farm, LLC

Bryan Lindgren, President, Neumann Developments, Inc., its sole Member

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 18th day of December, 2024, the above named Bryan Lindgren to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name] Ryan Fritsch
Notary Public, Waukesha County, WI
My commission expires: 3/4/2025

This document was drafted by:

Jayme L. Sisel, P.E.
Sound Stormwater Design LLC
Muskego, WI 53150

RYAN FRITSCH
NOTARY
PUBLIC
STATE OF WISCONSIN

For Certification Stamp

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Date of Recording:
Map Produced By: Trio Engineering LLC
Legal Description: Welshire Farm subdivision, All that part of the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4, Northeast 1/4 of the Southeast 1/4, and the Southwest 1/4, Southeast 1/4 of the Northeast 1/4 all in Section 23, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

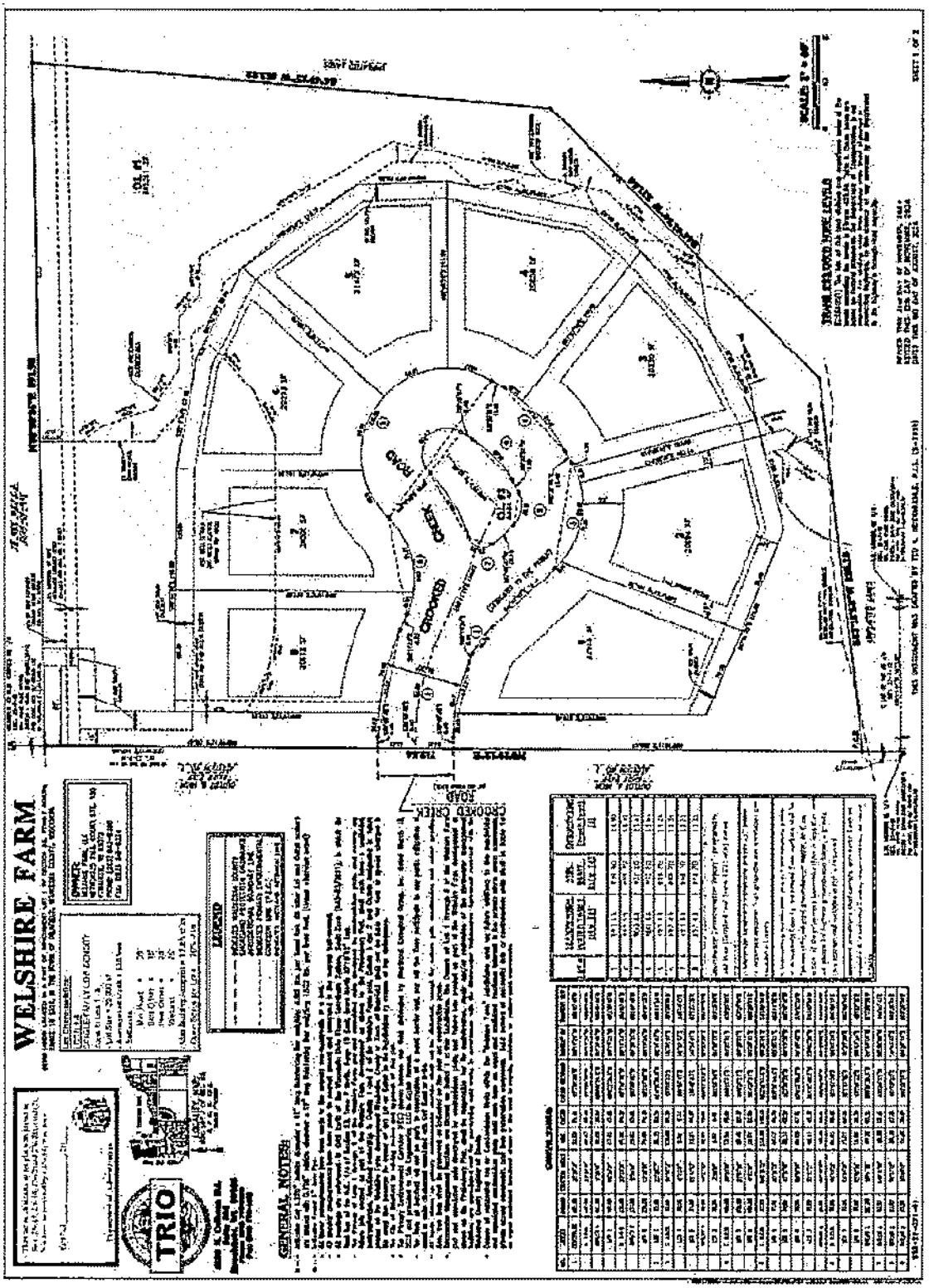
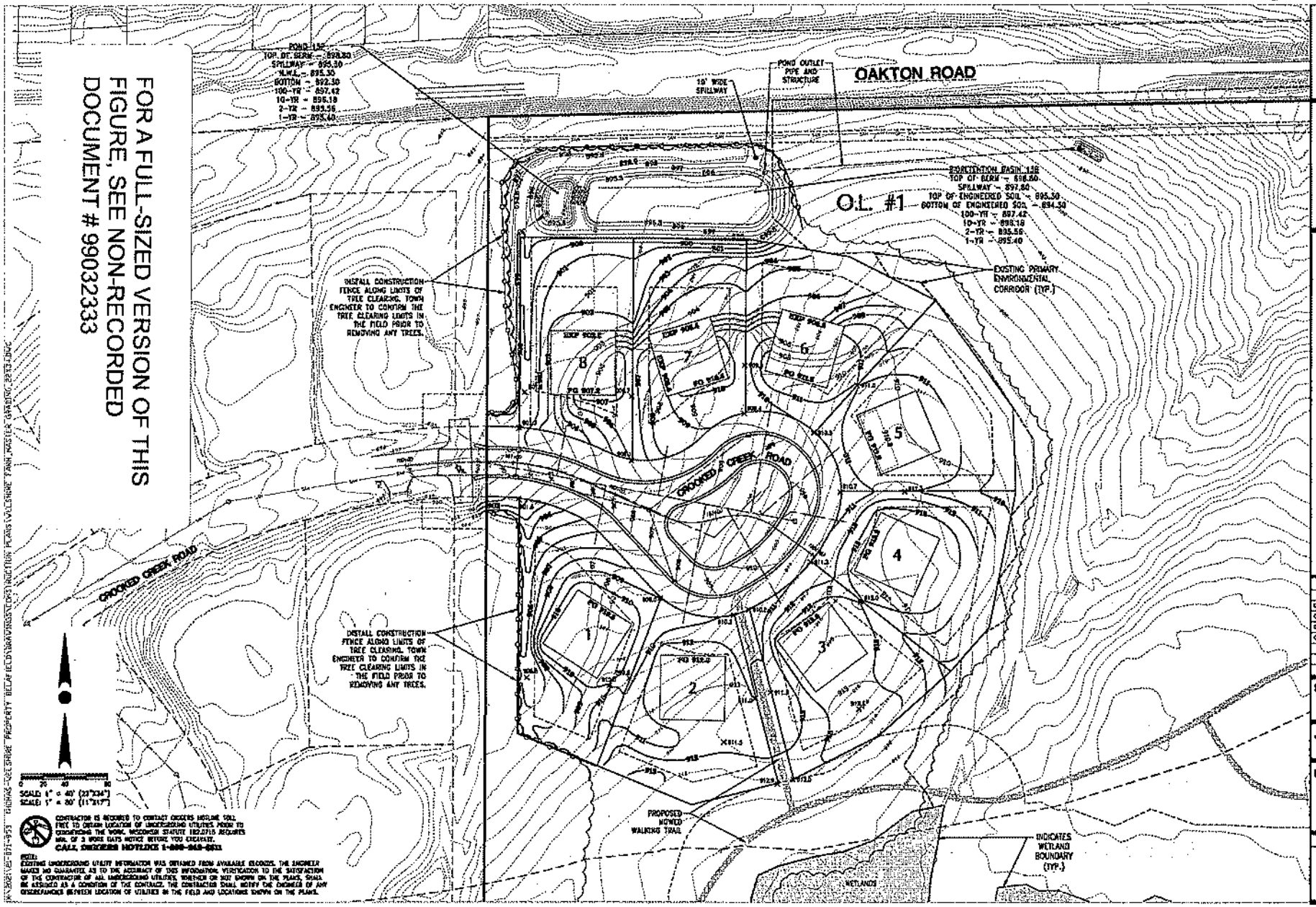


Exhibit B - Location Map
Stormwater Management Practices Covered by this Agreement

The stormwater management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. All of the noted stormwater management practices are located within a drainage easement, as noted in Exhibit A.

Stormwater Practices: Ponds/Wet Forebay (13P), Bioretention Basin (13B), grass swales
Location of Practices: Outlot 1, as represented on the Welshire Farm Final Plat
Owners of Stormwater Management Practices and Outlots: Each owner shall have equal undividable interest in all Stormwater Management Practices and associated Outlots.



FOR A FULL-SIZED VERSION OF THIS FIGURE, SEE NON-RECORDED DOCUMENT # 99032333

TRIO

PROJECT:
WELSHIRE FARM - PHASE 1
TOWN OF DELAFIELD, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE:	DESCRIPTION
03/08/2024	PHASE 1 PLANS
05/01/2024	PHASE 1 PLANS
05/15/2024	PHASE 1 PLANS
07/15/2024	PHASE 1 PLANS

DATE:
JULY 18, 2024

JOB NUMBER:
21-071-953

DESCRIPTION:
MASTER GRADING PLANS

SHEET
C2.05

Exhibit C
Stormwater Practice Maintenance Plan

This exhibit explains the basic function of the stormwater practice listed in Exhibit B, as well as stormwater practices planned for future phases, and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a stormwater practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Town of Delafield.

System Description:
The stormwater management system includes nine (9) ponds/wet forebays, thirteen (13) bioretention basins, and all associated pipes, outlet control structures, grass swales, earthen berms, and other components of these practices. The ponds, wet forebays, and basins are designed to trap approximately 81.8% of sediment, remove about 62.4% of total phosphorus, and maintain pre-development downstream peak flows. In addition, the basins are designed to reduce runoff volumes from the site by intercepting runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. Vigorous vegetation cover of native plants and grasses within the basins is essential to long-term function of these systems. All underdrains, orifices, outlet structures, pipes, and spillways must be maintained as specified in this Agreement.

"As-built" construction drawings of the ponds/forebays and basin, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after Waukesha County accepts verification of construction from the project engineer.

Minimum Maintenance Requirements – Ponds/Wet Forebays:
To ensure the proper long-term function of the stormwater management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or ponds. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the pond or the forebay and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the water's edge for safety and pollutant removal purposes.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. When sediment in the forebays or the ponds has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.

Exhibit C
Stormwater Practice Maintenance Plan (continued)

10. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the Town of Delafield.
11. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
12. Any other repair or maintenance needed to ensure the continued function of the stormwater practices or as ordered by the Town of Delafield under the provisions listed on page 1 of this Agreement.
13. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
    - Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
    - If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
    - Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
    - Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Minimum Maintenance Requirements – Bioretention Basins:
To ensure the proper function of storm water bioretention basin, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses must be maintained on the bioretention basin bottom to ensure infiltration rates. Periodic burning or mowing and controlled burning every 5 to 10 years is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
    - For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mowed below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
    - After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
    - Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
    - Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glysophosphate in accordance with manufacture's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The bioretention basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
    - If soil testing or observations show that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface

Exhibit C
Stormwater Practice Maintenance Plan (continued)

vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.

- If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.

3. If engineered soil testing or discharge sampling shows that the iron in the media has been depleted, it may be necessary to replace the media.
4. All flow control devices must be kept free of debris. Any blockage must be removed immediately.
5. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
6. Heavy equipment and vehicles must be kept off of the bottom and side slopes of bioretention basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the bioretention basin, resulting in ponding and possible growth of wetland plants.
7. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
8. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or
9. No grading or filling of the basin or berms other than for sediment removal is allowed, unless otherwise approved by the Town of Delafield.
10. Periodic mowing of grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
11. Any other repair or maintenance needed to ensure the continued function of the bioretention basin as ordered by the Town of Delafield under the provisions listed on page 1 of this Agreement.