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REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 06, 2025 11:15 AM
James R Behrend
Register of Deeds

13 PGS
TOTAL FEE:$30.00
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Book Page -

DOCUMENT NO.

Lake Five Farms
Village of Lisbon
Declaration of Restrictions and Covenants
DOCUMENT TITLE

LEGAL DESCRIPTION OF LAKE FIVE FARMS SUBDIVISION
Being all of Lot 1 of Certified Survey Map No. 7888 and additional lands in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 8 North, Range 19 East, in the Village of Lisbon, County of Waukesha, State of Wisconsin, bounded and described as follows:

Beginning at the southwest corner of the Southwest 1/4 of said Section 7; thence North 00° 55' 30" East along the west line of said Southwest 1/4, 1564.00 feet to the southwest corner of Twin Pine Farm III, a recorded subdivision; thence North 88° 59'59" East along the south line of said Twin Pine Farm III, 2264.55 feet to the southeast corner of said Twin Pine Farm III and the east line of said Southwest 1/4; thence South 00° 30'20" West along said east line, 1558.38 feet to the southeast corner of said Southwest 1/4; thence South 88° 52'01" West along the south line of said Southwest 1/4, 910.63 feet; thence North 01° 07'59" West, 50.00 feet to the north right of way line of Plainview Road; thence South 88° 52'01" West along said north right of way line, 480.00 feet; thence South 01° 07'59" East, 50.00 feet to the aforesaid south line of said Southwest 1/4; thence South 88° 52'01" West along said south line, 885.52 feet to the point of beginning. Containing 3,518,712 square feet (80.7785 acres) of land.

THIS SPACE FOR RECORDING DATA

RETURN TO: **HARTFORD LAND DEVELOPMENT**
11600 W. Lincoln Avenue
West Allis, WI 53227

PARCEL IDENTIFICATION NUMBER

Lake Five Farms

Village of Lisbon, Waukesha County, Wisconsin

December 20, 2024

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, HARTFORD LAND DEVELOPMENT with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Lake Five Farms, Village of Lisbon, Waukesha County, Wisconsin.

WHEREAS, HARTFORD LAND DEVELOPMENT intending to establish a general plan for the use, occupancy and enjoyment of Lake Five Farms, consisting of forty nine (49) single family residential Lots and three (3) Outlots, as shown on the final subdivision plat recorded in the office of the Waukesha County Register of Deeds, hereinafter referred to as "Subdivision", desires to subject all the Lots and Outlots within the Subdivision, each Lot and Outlot of the same hereinafter referred to as a "Lot" and "Outlot" respectively, to certain restrictions and covenants contained in this document, hereinafter referred to as "Declaration";

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing, owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high-quality improvement of the Subdivision in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot Owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;
- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that the Subdivision public streets remain free of debris and refuse during initial home construction.

ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all Village of Lisbon, Waukesha County and the State of Wisconsin ordinances, zoning laws, building codes and other regulations as if they were fully set forth herein, as applicable. The provisions of the Developer's Agreement for Lake Five Farms Subdivision, as applicable, shall also be incorporated herein. Lot Owners shall conform to all applicable laws concerning Lot improvements and usage.

2. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot may only contain a single-family residence, an accessory buildings/structure, such as a detached garage or shed, an in-ground swimming pool and other similar improvements. Such accessory building/structure shall meet the Village of Lisbon Building Code requirements. No structures and accessory buildings/structures shall be constructed on a Lot without the advance approval of the **Lake Five Farms** Architectural Control Committee ("ACC") (see Section 5, herein). Swimming pools, pool heaters, filters, etc. must comply with Chapter 15 of the Village of Lisbon Municipal Code "Private Swimming Pools" and any future amendments, revisions, modifications or additions to the same and the requirements included therein.
- No primary structure shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling ("Home") designed for (and limited to) occupancy of only a single family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. Detached structures are permitted pursuant to Section 2(c) below.

- Grading of Lots in the Subdivision must be completed in substantial compliance with the master grading plan on file with the Village of Lisbon Building Inspection Department. Deviations from the master grading plan must be approved by the ACC and by the Village Board, subject to Village of Lisbon Engineering review.
- Any Home previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon prior approval of such change(s) by the ACC and the Village of Lisbon Building Inspector. In the event of catastrophic loss, permission is hereby granted to rebuild the Home in accordance with the original approved plans, without the need for obtaining approval of the ACC.

b. **Attached Garage Required.** Each Home shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of six hundred (600) square feet. The exterior surfaces of the garage shall be consistent and harmonious with the exterior materials placed upon the main body of the Home.

c. **Detached Building Permitted.** One detached accessory building is permitted with the prior approval of the ACC and the Village of Lisbon Building Inspector. A detached garage or shed must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Detached garages shall be no larger than one thousand (1,000) square feet, sheds shall be no larger than 120 square feet, they must conform to all Village of Lisbon Building and Zoning ordinances and have a maximum height of 16'. Sheds must be placed on concrete slabs and be attached to the slabs with bolts.

This will increase to 1200 SF per Mike Kaerek- email 11.6.25

d. **Fencing.** Fences shall be permitted in the rear and side yards of the Lot with prior approval of the ACC. Fences located in the side yard shall not to extend beyond the plane of the rear elevation of the Home. Fences shall be no more than five (5) feet in height and shall be black aluminum fencing with a wrought iron appearance. On a case-by-case basis the ACC may approve a different color other than black, but the ACC has no obligation to do so. Approval may also be granted for privacy or retaining walls made of stone or other masonry constructed as part of a landscaping plan at the sole discretion of the ACC. All fences must be approved and permitted by the Village of Lisbon Building Inspector. For Lots that have frontage on two (2) public streets, fencing may be erected such that the fence is set even with or behind the side elevation of the Home facing the street. Any exception to the fence setback requirements will require approval from the ACC and a permit from the Village Building Inspector.

e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor signs posted during the term of Home construction. Permitted signs shall not exceed eight (8) square feet in size. **HARTFORD LAND DEVELOPMENT** may, however, erect and maintain up to four (4) temporary signs promoting the Subdivision that do not exceed thirty-two (32) square feet in area until **HARTFORD LAND DEVELOPMENT** no longer owns any Lots in the subdivision or December 31st, 2028, whichever is later.

f. **Swimming Pools.** Only in-ground swimming pools will be considered on a case by case basis by the ACC and all pools must comply with Chapter 15 of the Village of Lisbon Municipal Code "Private Swimming Pools" and any future amendments, revisions, modifications or additions to the same and the requirements included therein.

g. **Home Design.** Each Home shall be designed by a professional home designer or architect experienced in home design and the exterior design of the Home shall be subject to ACC approval. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches shall have a minimum of 8/12 pitch or greater unless architecturally not feasible. The roofs on all dwelling units must match the overall pitch of the home. The roof pitch of a garage or shed must conform to that of the Home.

h. **Minimum Building Living Area.** The minimum floor area of each Home shall be measured along the exterior walls of the Home, not including the garage, and shall be no less than the following schedule:

One Story Dwelling	2,200 square feet
One and One-Half Story Dwelling	2,600 square feet total
Two Story Dwelling	2,600 square feet total

Note: Other Village of Lisbon Building and Zoning Code restrictions may apply that may be more restrictive.

i. **Bathrooms.** Each dwelling shall contain a minimum of two (2) full baths.

j. **Exterior Building Materials.** The exterior materials on each Home shall consist of LP Smart Side or Hardi-Plank siding. Masonry material shall be required on each Home in an amount that is architecturally appropriate for the design of the Home. The ACC may waive this requirement if the masonry material is not appropriate for the style of the Home. Fiber cement or composite corner boards and window trim, a minimum of six (6) inches in width, shall be placed on all outside building corners and around all windows, doors and vents. Roof shingles shall be dimensional design asphalt. Use of other materials is subject to approval of the ACC. Soffit and fascia material may be aluminum, wood, fiber cement, composite or other ACC approved materials.

k. **Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be fifty (50) feet. The minimum side yard setback shall be twenty (20) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the fifty (50) foot setback is required from each street. Each dwelling shall have a minimum rear yard of twenty (20) feet. Exceptions to setbacks will require approval from the Village of Lisbon and the ACC.

l. **Utilities.** Electric, gas, telephone and cable television services shall be provided to each home by the installation of underground lines.

m. **Outside Storage/Antennae/Window Air Conditioners.**

- No outside storage or parking of boats or trailers, recreational vehicles, lawn equipment, non-working vehicles, commercial vehicles, miscellaneous equipment or similar vehicles or equipment shall be permitted.
- The intent of this Declaration is to require all passenger vehicles be parked within the garage. No more than two (2) passenger vehicles owned by residents of a Home shall be parked in the driveway. This requirement does not apply to vehicles operated by daily visitors.

- No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house or in the front yard.
- No window air conditioning units of any type are permitted.

n. **Nuisances.** No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, recycling and other waste shall be kept in sanitary containers and stored in the attached garage. All Lot owners shall comply with the provisions of Chapter 5 "Nuisances" of the Village of Lisbon Municipal Code.

o. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Lisbon Building Inspector.

3. ANIMALS, LIVESTOCK, POULTRY.

No livestock, poultry or other type animals shall be raised, bred or kept in a residence or outside on any Lot. No more than a total of three (3) dogs and/or cats are allowed to be kept inside or outside any Home under these this Declaration. The ACC shall enforce this restriction. Any outdoor animal kennel must be approved, in advance, by the ACC as to location, size and design.

4. OWNERS ASSOCIATION.

a. **Owners Association to be Created. HARTFORD LAND DEVELOPMENT** shall create a non-profit corporation to be known as the **LAKE FIVE FARMS OWNERS ASSOCIATION, INC.,** hereinafter referred to as the "Association".

b. **Purpose.**

- To maintain commonly owned lands including but not limited to all drainage easements, stormwater ponds, Outlots, and entrance landscaping together with any other commonly owned amenity that may be provided by **HARTFORD LAND DEVELOPMENT** or the Association, and that may exist from time to time;
- To assess the pro rata share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot Owners, and to collect such assessments, and;
- To establish an Architectural Control Committee (ACC) to review and approve plans and specifications of all improvements on a Lot and govern the land use, development and construction of the Homes and other improvements in the Subdivision upon termination of **HARTFORD LAND DEVELOPMENT's** involvement in the Subdivision in controlling and managing the ACC as described below.

c. **Membership.** Each Lot Owner, whether one (1) or more, shall be a member of the Association, however, each Lot shall only represent one (1) vote in the affairs of the Association, regardless of the number of Owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by **HARTFORD LAND DEVELOPMENT** ("Board"). The Board shall name the Association officers and the ACC members. **HARTFORD LAND**

DEVELOPMENT shall establish the initial Board prior to the sale of twelve (12) Lots in the Subdivision. Prior to the sale of the final Lot, the term of the initial Members of the Board will be at the discretion of **HARTFORD LAND DEVELOPMENT,** its successors or assigns. At the first annual meeting after the sale of the final **HARTFORD LAND DEVELOPMENT** owned Lot, the Association members shall elect a new Board of Directors from the members of the Association.

e. **Annual and Special Meetings.** A meeting of the Association members must be held annually at a date, time and location to be determined by the Board of Directors. The purpose of the meeting will be to cover various issues affecting the members including, but not limited to, the annual budget, Subdivision improvements, election of new Directors and other business deemed necessary by the Board. The initial annual meeting shall be held within sixty (60) days after **HARTFORD LAND DEVELOPMENT** has sold the last Lot in the Subdivision, or at such earlier time as determined by **HARTFORD LAND DEVELOPMENT**. A special meeting may be called by a majority of the Board or be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty- eight (48) hours prior to convention.

f. **Operating Budget and General Annual Assessment.**

- Commencing with calendar year 2025 and for each subsequent year thereafter, the Board shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget shall be posted in a conspicuous area within the Subdivision or delivered to each Lot Owner, at the sole discretion of the Board.
- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Board, for the purpose of paying the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of Outlot real estate taxes, maintenance, repair, replacement and additions to the commonly owned improvements and property, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the annual general annual assessment shall be determined in the month of December in the prior calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

g. **Special Assessments.** A special assessment may be levied upon each Lot by the Board for the purpose of paying for any unexpected repair or replacement of commonly owned improvements or property, if consented to by a majority of the Association members present at the annual meeting or a special membership meeting called for that purpose.

h. **Delinquent Assessments.** If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection, reasonable attorney's fees and any lien recording fees thereof as hereinafter provided, shall become a continuing lien on the assessed Lot which shall bind such Lot in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of

eighteen percent (18%) per annum, and the Association may bring an action at law, file a mechanic's lien or lien in equity against the Owner personally obligated to pay the same and foreclose the lien against the Lot, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees and cost of recording and releasing any lien.

i. **Certificates.** The Board shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The Board may impose a reasonable charge for each such certificate requested and issued.

j. **Duties and Authority.** The administration of these this Declaration, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

k. **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Lisbon shall be liable for any fees or special charges in the event that Waukesha County or the Village of Lisbon become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.

l. **Maintenance of Common Areas, Drainage Facilities and Signage.** The Association is responsible to landscape and maintain all commonly owned improvements and property, drainage facilities, easements and entrance signage. In the event the Association does not properly landscape or maintain any commonly owned improvement or property, drainage facility, easement or entrance signage, the Village of Lisbon may send written notice to the Association indicating that the Village has determined that the commonly owned improvements and property, drainage areas, easement or entrance signage are not being properly landscaped and/or maintained, and further indicating that the Village of Lisbon 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 commonly owned improvements and property, drainage facility, easement and/or entrance sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Lisbon shall then have the authority, but not the obligation, to landscape and/or maintain any such commonly owned improvement and property, drainage facility, easement and/or entrance sign referred to in said notice and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village 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 Lot owner within the period fixed by the Village of Lisbon, charges shall become a lien upon the Lot 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 Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

5. ARCHITECTURAL CONTROL COMMITTEE (ACC).

HARTFORD LAND DEVELOPMENT will initially form an Architectural Control Committee consisting of three (3) persons appointed by **HARTFORD LAND DEVELOPMENT** hereinafter referred to as "ACC".

a. **Procedures.** The ACC's consent, approval or disapproval of plans and specifications for any improvement on a Lot, as provided herein, shall be in writing. In the event the

ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 2 only. No other provisions of this Declaration requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

b. **Responsibility and Purpose.** In order to achieve the purposes, set forth in Paragraph 1 above, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, Homes, other buildings or structures of any type, fencing, swimming pools, landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the approved site grading plan and/or recorded drainage easements and will require the approval of the Village of Lisbon Engineering Department). The ACC shall have the right to reject any such proposed improvement on or alteration to any Lot, which in its conclusive judgment, is not in conformity with this Declaration or is not desirable for aesthetic or other detrimental reasons. In approving or disapproving plans and specifications for such improvements, the ACC may take into consideration, among other things, the suitability of the proposed improvements, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the improvement with surroundings Lots.

c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from this Declaration in cases of hardship, provided the Village of Lisbon Building and Zoning Codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

d. **HARTFORD LAND DEVELOPMENT Control of ACC.** So long as **HARTFORD LAND DEVELOPMENT**, its successors or assigns, shall own any Lot in LAKE FIVE FARMS, the authority, responsibility and functions of the ACC shall be vested in and exercised solely by **HARTFORD LAND DEVELOPMENT**, its successors or assigns, acting through its Board of Directors. When **HARTFORD LAND DEVELOPMENT,** its successors or assigns has transferred ownership in all the Lots, the ACC shall then be transferred to the members of the Association elected under the provisions of Paragraph 4.d. above.

e. **Landscaping and Grading Requirements.**

- **Landscaping and Erosion Control.** Final grading shall be in conformance with Subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of Completion of the Home occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. <u>During the period of time between gaining occupancy of a Home ("Completion") and establishment of the finish lawn, the Homeowner is responsible for, including the cost of, installing and/or maintaining erosion controls for their Lot in accordance with all Village, County and DNR requirements.</u> All other landscaping must be completed within one (1) year of Completion. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting three (3) trees in the front yard along the road right-of-way of at least two and one half inch (2 ½") caliper upon each Lot, species to be designated by Developer in accordance with the Village's approved street tree list; (c) grass cover established over the balance of the Lot and within the Village's

right-of-way abutting a Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owners control.

- **Uniform Mailbox Required.** Developer will furnish and install group mailboxes in a location determined by the U.S. Postal Service and the Village of Lisbon. The initial buyer of each Lot shall purchase a mailbox for $500, which includes the cost of installation, from **HARTFORD LAND DEVELOPMENT** at the time of the Lot closing.
- **Grading.** Each Lot owner must strictly adhere to, and finish grade its Lot in accordance with the grading plan, or any amendment thereto, approved by the Village Board and Village Engineer, on file in the office of the Village Clerk for the Village of Lisbon. **HARTFORD LAND DEVELOPMENT** and/or the Village 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 Lot owner is responsible for cost of the same.
- **No filling of stormwater facilities allowed.** During the grading and landscaping of each Lot in the Subdivision, no part of an Outlot, drainage easement or stormwater management facility that is delineated on the recorded subdivision plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the Village of Lisbon.
- **Improvements may require permits.** Site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, driveways, etc.) or drainage easements require a permit from the Village of Lisbon and/or the State of Wisconsin, as may be applicable, which shall be obtained before construction of the improvement is commenced.

6. STREET MAINTENANCE AND EROSION CONTROL BOND.

a. **Deposit.** Upon approval of Home plans and specifications by the ACC, each Lot Owner will be required to deposit in escrow with **HARTFORD LAND DEVELOPMENT** the sum of five hundred dollars ($500.00) to guarantee Lot Owner completion of the finish landscaping, driveway, planting three (3) trees within one (1) year of Completion and road cleaning. It is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, streets within the Subdivision clear of any type of mud, dirt, material or other debris, especially during landscaping of a Lot. Also, it is the responsibility of the Lot Owner to ensure that its agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate its agents or contractors in this regard will cause **HARTFORD LAND DEVELOPMENT** to perform the work to clear and clean the street and/or install appropriate erosion controls as required and to charge the cost of the work to the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner completes the finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to pay for the cost erosion control installation or roadway clean-up by **HARTFORD LAND DEVELOPMENT.**

b. **Excess Costs.** In the event **HARTFORD LAND DEVELOPMENT** is required to perform street cleaning operations or install additional erosion controls in which the costs exceed the Lot Owner's deposited amount under this Section 6, **HARTFORD LAND DEVELOPMENT** will assess the respective Lot for the additional costs. Failure of the Lot Owner to reimburse **HARTFORD LAND DEVELOPMENT** for any such additional costs within ten (10) days of being billed, will give **HARTFORD LAND**

DEVELOPMENT the right to file and foreclose a mechanic's lien upon the Owner's Lot. **HARTFORD LAND DEVELOPMENT** shall be reimbursed the actual cost of performing the work under this section plus a management fee equal to twenty-five percent (25%) of the actual cost.

c. **Use of Deposited Funds.** Each individual Lot Owner's deposit under this Paragraph 6 is for the sole and exclusive use of each respective Lot Owner and each Lot Owner's deposited funds shall not be used to offset the costs created by acts of other Lot Owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot Owners having funds on deposit shall be charged equally.

7. SUBDIVISION UTILITY, DRAINAGE EASEMENTS. Upon its creation, the Association has the right to record utility and/or drainage easements under and across all Lots and Outlots and to implement improvements in these easements as necessary to provide additional services to all Lots in the Subdivision. These improvements may include, but are not limited to, drainage improvements to alleviate drainage problems, addition of pipes for drainage and addition of private utilities.

8. OWNERSHIP OF OUTLOTS. Each Lot owner within the Property shall have an equal undivided interest in the Outlots depicted on the final subdivision plat, and all deeds and other conveyances of any Lot within the Subdivision shall be deemed to include such interest in the Outlots, whether or not so specifically stated in any such deed or other conveyance.

9. POSSIBLE FUTURE EASEMENTS. **HARTFORD LAND DEVELOPMENT** reserves the right for a period of three (3) years after closing all Lots in the Subdivision to grant easements to WE Energies, AT&T, Charter, or other communications company for utility purposes over, upon, under or across all Lots in this Subdivision, whether owned or not by **HARTFORD LAND DEVELOPMENT**. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted on standard utility forms. **HARTFORD LAND DEVELOPMENT** reserves the right for a period of three (3) years after closing all Lots in the Subdivision to grant easements to the Village of Lisbon for the purpose of creating swales along side or rear Lot lines for drainage purposes across all Lots in the Subdivision, whether owned or not by **HARTFORD LAND DEVELOPMENT**. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas. Nothing in this Section creates an obligation upon the Village of Lisbon to act as may be allowed under this Section.

10. AMENDMENT.

a. **HARTFORD LAND DEVELOPMENT Amendment Rights.** Any of the restrictions, covenants or other provisions contained in this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by **HARTFORD LAND DEVELOPMENT** or its successors or assigns, until such time as **HARTFORD LAND DEVELOPMENT** or its successors or assigns, no longer own any Lot in the Subdivision. These rights are subordinate to the provisions of the Developer's Agreement with the Village of Lisbon.

b. **Homeowner Amendment Rights.** When **HARTFORD LAND DEVELOPMENT** or its

successors or assigns no longer retain interest in the Subdivision, the Owners of at least seventy-five percent (75%) of the Lots may amend this Declaration as described in this Paragraph 11.

c. **Village Amendment Rights.** No amendment or modification to this Declaration shall be effective unless such amendment or modification is approved in writing by the Village Board of the Village of Lisbon, and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

d. **Effective Date.** The effective date of any such annulment, waiver, change or amendment shall be as of the date of recording of such document at the offices of the Waukesha County Register of Deeds.

11. GENERAL PROVISIONS.

a. **Initial Term and Extensions.** This Declaration shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision has been duly recorded terminating or amending this Declaration in whole or in part. This section does not terminate, and shall not 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 Village of Lisbon, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

b. **Period For Protesting Violations.** Any violation of this Declaration which shall exist for a period of one (1) year or more and known to the Association without protest thereof being received by the Owner of the Lot containing such violation and the Association, shall not be considered a violation thereafter. The Association must take enforcement action within one (1) year of notice of the violation or the violation shall be deemed waived by the Association and its members; and they, and any other party, shall be forever barred from proceeding to enforce the provisions of this Declaration as to the violation. Collection of past due dues or past due assessments shall be expressly excluded from this provision and may not be waived by the Association without the vote of 75% of its members.

c. **Enforcement of Declaration: No Reversion of Title.**

- The Association or, until formation of the Association, **HARTFORD LAND DEVELOPMENT** shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner proved to be in violation of any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual

attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Board, Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Board, Association or ACC to take any action requested by a Lot Owner.

- Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Board, Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Board, Association or ACC.

- Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

d. **Invalidation.** Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

e. **Governing Law.** The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

HARTFORD LAND DEVELOPMENT, its successors and assigns and all parties hereafter having an interest in the Subdivision are subject to all rules, codes, regulations and ordinances of the Village of Lisbon, Waukesha County, the State of Wisconsin and the United States government, and the same may be more restrictive than this Declaration (or, in some cases, less restrictive). In the event that there is a conflict between the requirements of this Declaration and any applicable provision of a Village, County, State or Federal law or regulation, the more restrictive provision shall govern and apply.

f. **ACC Approval.** Prior to any permit submittal to the Village of Lisbon, said applicant shall first obtain approval of the ACC as outlined elsewhere in this Declaration.

This Declaration shall be binding upon and inure to the benefit of **HARTFORD LAND DEVELOPMENT**, its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, **HARTFORD LAND DEVELOPMENT** has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this 1 day of October, ~~2024~~ 2025

HARTFORD LAND DEVELOPMENT

Michael J. Kaerek
Member

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 1 day of October, ~~2024~~ 2025 Michael J. Kaerek, Member of **HARTFORD LAND DEVELOPMENT,** to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **HARTFORD LAND DEVELOPMENT** and it is acknowledged that he executed the foregoing instrument as such member of said **HARTFORD LAND DEVELOPMENT** by its authority.

Notary Public Juliet Ciardo
Milwaukee County, Wisconsin
My Commission Expires: May 16, 2029

NOTARY PUBLIC JULIET CIARDO STATE OF WISCONSIN

Return to:
HARTFORD LAND DEVELOPMENT
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael J. Kaerek
HARTFORD LAND DEVELOPMENT
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300

7

Document Number

Storm Water Management Practice Maintenance Agreement

4840342

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 06, 2025 11:15 AM
James R Behrend
Register of Deeds

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

Book Page -

RECEIVED

OCT 16 2025

DEPT OF PARKS & LAND USE

Name and Return Address
Land Resources Division
515 W. Moreland Blvd., Rm AC 260
Waukesha, WI 53188

HARTFORD LAND DEVELOPMENT LLC, as "Owner" of the property described below, in accordance with Chapter 14 Waukesha County Code of Ordinances, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving their 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 the storm water management practice affected by this Agreement.
Exhibit C: Maintenance Plans – 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 storm water management practices, an addendum to this agreement shall be recorded by the Owner showing design and construction details. The addendum may contain several additional exhibits, including certification by Waukesha County of Storm Water Permit termination, as described below.

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 storm water management practices and drainage easements identified in Exhibit B until Storm Water Permit termination by Waukesha County in accordance with Chapter 14 of the County Code of Ordinances.
2. After Storm Water Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by the Village of Lisbon or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the Village of Lisbon, have an inspection of the storm water management practices conducted by a qualified professional, file a report with the Village of Lisbon 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 3 above, the Village of Lisbon, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Lisbon may require work to be done which differs from the report described in paragraph 3 above, if the Village of Lisbon reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Lisbon of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Lisbon.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Village of Lisbon is authorized, but not required, to perform the specified inspections, maintenance, or repairs. In the case of an emergency situation, as determined by the Village of Lisbon, no notice shall be required prior to the Village of Lisbon performing emergency maintenance or repairs. The Village of Lisbon 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 Village of Lisbon shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 1 day of October, 2025.

Owner: HARTFORD LAND DEVELOPMENT LLC

Michael J. Kaerek

MICHAEL J. KAEREK – MEMBER

Acknowledgements

State of Wisconsin) ss
County of Waukesha)

Personally came before me this 1 day of October, 2025, the above-named MICHAEL J. KAEREK, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: Juliet Ciardo
Notary Public, Waukesha County, WI
My commission expires: May 16, 2029

NOTARY PUBLIC
JULIET CIARDO
STATE OF WISCONSIN

This document was drafted by:
Eric J. Maki, PE
Pinnacle Engineering Group LLC
20725 Watertown Road, Suite 100
Brookfield, WI 53186

Exhibit A
Legal Description

The following description and reduced copy map identify the property affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds Office.

Project Identifier: **LAKE FIVE FARMS** Acres: **76.4 acres**
Date of Recording:
Map Produced By: **Pinnacle Engineering Group**
Legal Description: **Lots 1-49 and Outlots 1, 2, and 3 LAKE FIVE FARMS located in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 8 North, Range 19 East, Village of Lisbon, Waukesha County, Wisconsin.**

NOTE: SHADED AREAS REPRESENT DRAINAGE EASEMENTS

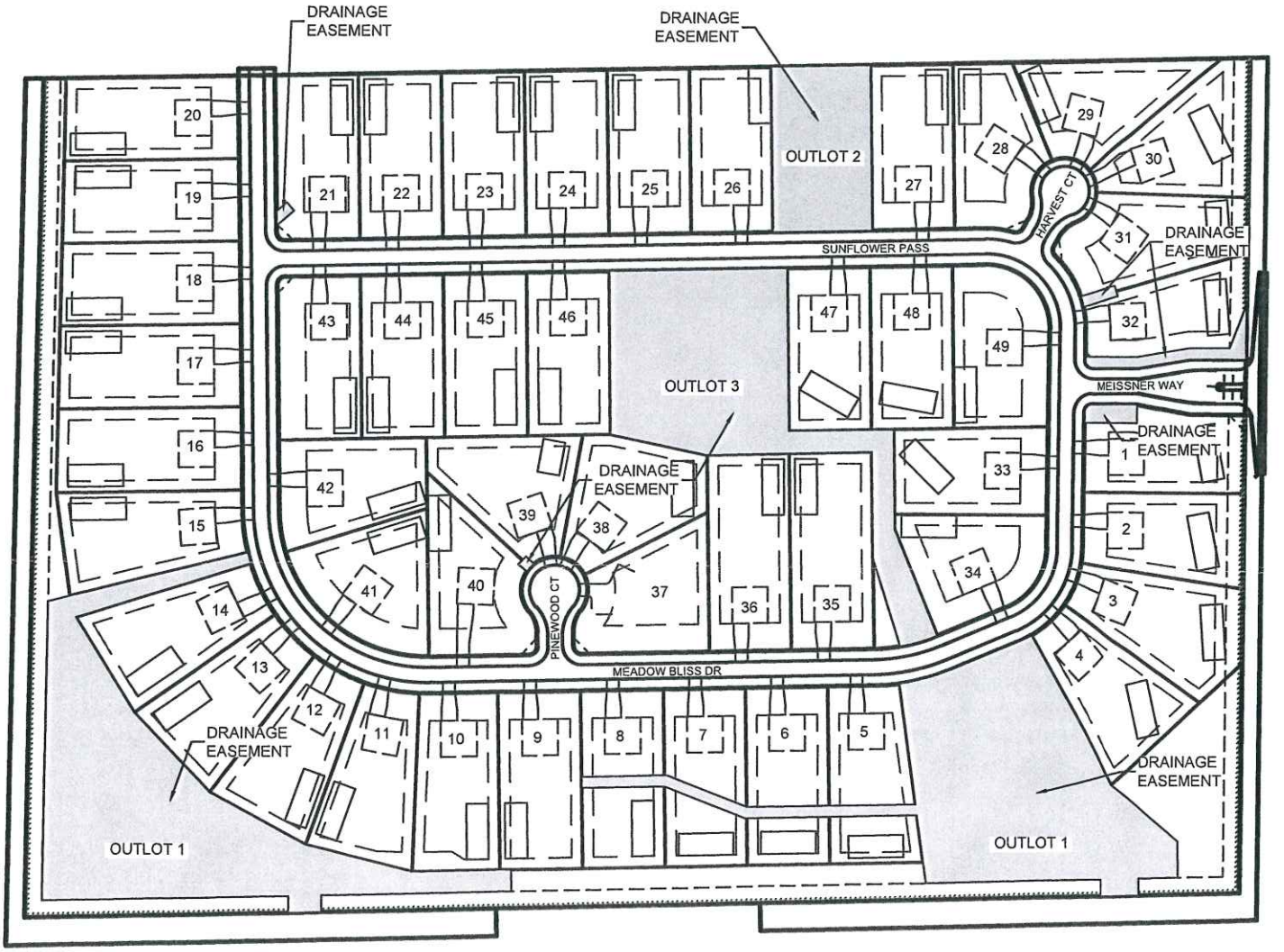


Exhibit B
Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include four infiltration basins, stone weepers, a grassed swale, and all associated pipes, earthen berms and other components of these practices. All of the noted storm water management practices are located within Outlots and drainage easements of the subdivision plat, as noted in Exhibit A.

Project Name: **LAKE FIVE FARMS**
Storm Water Practices: **Infiltration basins, stone weepers, swale, spillways, and outlet pipes.**
Location of Practices: **Outlots 1-3 of Lake Five Farms**
Owners of Outlots 1-3: **Each owner of Lots 1-49 shall have equal (1/49) undividable interest in Outlots 1-3.**

Drainage Easement Restrictions: Shaded areas on the map in Exhibit A indicates drainage easements for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area.

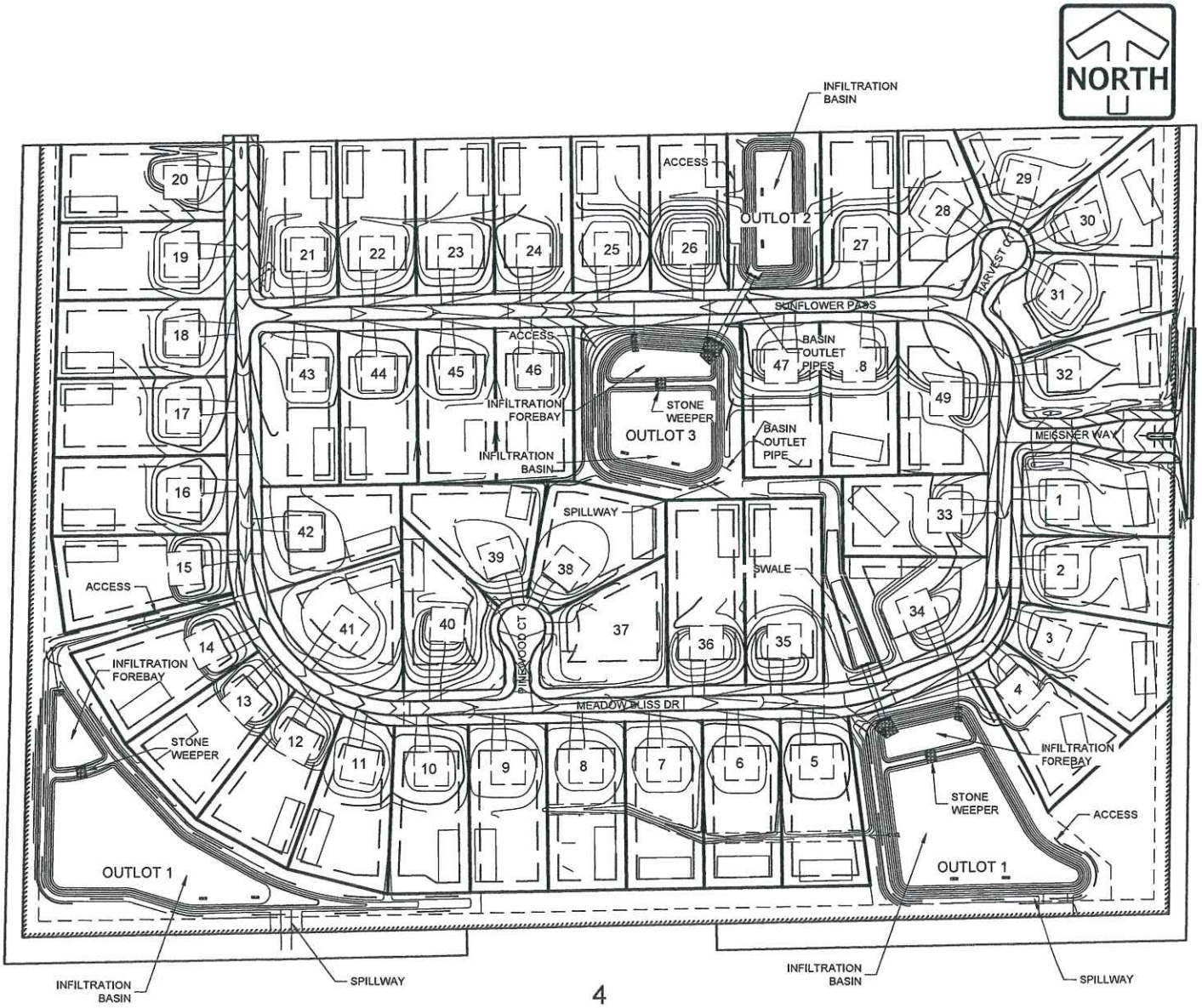


Exhibit C
Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B 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. Maintenance vehicles can access the storm water practices through the drainage easements from the road right-of-ways. Any failure of a storm water 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 Village of Lisbon.

System Description:
The infiltration basins are designed to reduce runoff volumes from the site after development and recharge the water table by intercepting the runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. The infiltration basins are designed to infiltrate at least 25% of the 2-year storm runoff and to reduce peak flows. Pretreatment of the runoff, using an infiltration forebay reduces sedimentation in the infiltration basin. The forebay will drain through a 15-foot-wide stone weeper with a weir elevation 0.5 feet below the top of the separation berm. The infiltration forebay is seeded with Bebb Sedge. The infiltration basin is seeded with Agrecol Rainwater Renewal Seed Mix.

Infiltration Basin 1 on Outlot 1 receives water from 36.64 acres of drainage area plus water from the Twin Pine Farm III Infiltration Basin 2 spillway. During high rainfall or snow melts, the water level in the forebay will temporarily rise and flow through a stone weeper and spill over the 2-foot high separation berm to the infiltration cell. The water level in the forebay below the separation berm elevation is controlled by the flow through the stone weeper and infiltration rate (0.36 in/hr). The bottom of the infiltration forebay should be cleaned out (sediment removed to elevation 994.00) and replanted with Bebb Sedge every 5 years since there is a higher potential for clogging due to sediment. An infiltration rate of 3.60 in/hr was used for the bottom of the infiltration cell. Basin 1 infiltrates the runoff in storm events up to the 100-year storm. For larger storm events and frozen conditions, the outlet from the infiltration cell is a spillway in the earthen berm at elevation 997.00 which discharges southerly to the existing 15" culvert under Plainview Road.

Infiltration Basin 2 on Outlot 2 receives water from 6.37 acres of drainage area plus water from the Twin Pine Farm III Infiltration Basin 1 spillway. An infiltration rate of 3.60 in/hr was used for the bottom of the infiltration basin (elevation 990.00). For smaller storm events up to the 10-year storm, all runoff infiltrates in the basin. For larger storm events and frozen conditions, the outlet from the infiltration basin is two 48" culverts at elevation 992.25 which discharge southerly into Infiltration Basin 3.

Infiltration Basin 3 on Outlot 3 receives water from 12.23 acres of drainage area plus water from the Infiltration Basin 2 culverts. During high rainfall or snow melts, the water level in the forebay will temporarily rise and flow through a stone weeper and spill over the 2-foot high separation berm to the infiltration cell. The water level in the forebay below the separation berm elevation is controlled by the flow through the stone weeper and infiltration rate (0.36 in/hr). The bottom of the infiltration forebay should be cleaned out (sediment removed to elevation 988.00) and replanted with Bebb Sedge every 5 years since there is a higher potential for clogging due to sediment. An infiltration rate of 3.60 in/hr was used for the bottom of the infiltration cell. Basin 3 infiltrates the runoff in storm events up to the 100-year storm. For larger storm events and frozen conditions, the outlet from the infiltration cell is a spillway in the earthen berm at elevation 993.00 directed southeasterly into a swale that leads to Infiltration Basin 4.

Infiltration Basin 4 on Outlot 1 receives water from 38.97 acres of drainage area plus water from the Infiltration Basin 3 spillway. During high rainfall or snow melts, the water level in the forebay will temporarily rise and flow through a stone weeper and spill over the 2-foot high separation berm to the infiltration cell. The water level in the forebay below the separation berm elevation is controlled by the flow through the stone weeper and infiltration rate (0.36 in/hr). The bottom of the infiltration forebay should be cleaned out (sediment removed to elevation 983.00) and replanted with Bebb Sedge every 5 years since

there is a higher potential for clogging due to sediment. An infiltration rate of 3.60 in/hr was used for the bottom of the infiltration cell. Basin 4 infiltrates the runoff in storm events up to the 100-year storm. For larger storm events and frozen conditions, the outlet from the infiltration cell is a spillway in the earthen berm at elevation 988.00 directed southerly to the existing 20"x28" culvert under Plainview Road.

"As-built" construction drawings of the infiltration basins showing actual dimensions, elevations, outlets, etc. will be recorded as an addendum to this agreement within 60 days after Waukesha County accepts verification of construction from the project engineer.

Performance Objectives:

Peak Discharge: The calculated post-development peak stormwater discharge rates shall not exceed the calculated pre-development discharge rates for the 1-year, 2-year, 10-year, and 100-year, 24-hour design storms.

Discharge Location	Peak Flows 1-yr (cfs)	Peak Flows 2-yr (cfs)	Peak Flows 10-yr (cfs)	Peak Flows 100-yr (cfs)
Discharge Point #1: West Plainview Road 15" CMP	**0.45**	**0.47**	**0.587**	**0.74**
EXISTING DISCHARGE RATE	*2.05*	*2.57*	*3.71*	*5.23*
Discharge Point #2: East Plainview Road 20"x28" CMP	**1.51**	**1.84**	**3.39**	**4.71**
EXISTING DISCHARGE RATE	*8.56*	*10.51*	*15.27*	*113.86*

Water Quality: The requirement for new land development is to remove at least 80% of the total suspended solids (TSS) load. This site is also required to meet the Bark River TMDL for total phosphorous removal of 77% for the watershed.

	Pounds Generated	Pounds Remaining	Percent Removal	Required Percent Removal
TSS	10,160	148.1	**98.54%**	*80%*
Phosphorous	48.85	0.8963	**98.17%**	*77%*

Infiltration: For low imperviousness land use sites the post-development infiltration volume shall be at least 90% of the pre-development infiltration volume based on average annual rainfall. Also, the post-development infiltration volume for low-density residential development shall not be less than 25% of the 2-year, 24-hour storm. This infiltration requirement is met.

	Total Rainfall Volume (ac-ft)	Runoff Volume (ac-ft)	Infiltration Volume (ac-ft)
Pre-Development	185.07	4.31	**180.76**
Post Development	185.07	0.22	**184.85**

The post-development infiltration volume is 102.3% of the pre-development infiltration volume, which is greater than the 90% requirement.

Area (ac)	2-yr, 24-hr Runoff Volume (ac-ft)	2-yr, 24-hr Infiltration Volume (ac-ft)
76.53	5.619	5.583

The post-development infiltration volume is 99.36% of the 2-year, 24-hour runoff volume, which is greater than the 25% requirement. This infiltration requirement is met.

Minimum Maintenance Requirements:
To ensure the proper function of the storm water management practices described above, the following activities must be completed:

Infiltration Basins

1. A minimum of 70% soil cover made up of native vegetation must be maintained on the bottom of the infiltration forebays and infiltration basins to ensure proper infiltration rates. Periodic burning or mowing is highly recommended in order to enhance the establishment of native vegetation (which may take 2-3 years) and maintain the minimum native cover. To reduce competition and degradation from non-native species (i.e. weeds) within the planting establishment area it is recommended that the following maintenance actions be implemented:
    - In the first year, mow the plantings to a height of 6" (no lower) each time the average height reaches 12". Expect to mow at least three times in the first year (June, July, and early August). To prevent damage to the native plants, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering seedlings.
    - In the second year, mow the planting to a height of 10-12" (no lower) each time the average height reaches 24". Mowing too low in the second year of establishment can significantly set your native species back.
    - Burning in 3-5 year intervals may also be used to manage non-native species, woody vegetation, and increase the vigor of native plant species. Mid-spring burns (April 15 – May 15) 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. If burning is not possible, due to local restrictions or lack of fuel to carry a fire, the planting area can be mowed very closely to the ground instead (i.e. simulated burn). Prescribed burns can also be conducted in the fall (October-November) and are recommended in planting areas where forb diversity is low and warm-season grasses are overwhelming the planting area.
    - Any major bare areas or areas taken over by nonnative species must be controlled and reseeded. To clear the area of non-native species and cool season grasses, treat with an herbicide that contains glyphosate in accordance with manufacturer's instructions. In wetlands, an aquatic approved herbicide must be used. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. The selected seed mix should be local in origin (EPA Eco-region 5, WI Eco-region 53) and be appropriate for the site's soil type(s) and growing conditions. A cover crop of common oats or annual rye is recommended to reduce erosion and competition from non-native species. 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 weed free straw mulch (<1") and staked erosion control netting to hold it in place until germination. Do not sow seed immediately following rain, when ground is too dry, or when winds are over 12 mph. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The infiltration forebay and infiltration basin and all components (grass swales, inlets, outlets, stone weepers, spillways, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the forebays and basins are 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 shows 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 vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrowshanked 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 approved plans.
3. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.

4. Heavy equipment and vehicles must be kept off the bottom and side slopes of the infiltration forebay and infiltration basin to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the forebay and/or basin, resulting in ponding and possible growth of wetland plants.
5. No trees are to be planted or allowed to grow in the bottom of the basin, as trees may shade out the native grasses. The basins must be inspected annually, and any woody vegetation removed.
6. Grass swales leading to the basins shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans.
7. No grading or filling of the basins or berms other than for sediment removal is allowed.
8. Trash shall be removed as quickly as possible once observed.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practice or as ordered by the Village of Lisbon under the provisions listed on page 1 of this Agreement.

OPERATION AND MAINTENANCE REPORT
FOR STORM WATER PRACTICES

Inspector/Affiliation:_____ Subdivision: Lake Five Farms

Date:_____ Time:_____

Weather:_____ Previous 24-hr rainfall (in):_____

Items inspected	Checked (Yes/No/ NA)	Repairs Needed (Yes/No /NA)	Inspection Frequency	Comments
Basin Slopes, Berms, and Spillways				
1. Vegetation and ground cover adequate			A	
2. Berm/Spillway erosion			A, S	
3. Animal burrows			A	
4. Unauthorized plantings/tree growth			A	
5. Visual slumping of berms or spillways			A, S	
6. Spillways clear of debris			A, S	
Outlet Pipes				
1. Culvert pipes				
a. Clear of debris/free flow			A, S	
b. Condition			A	
Infiltration Areas				
1. Adequate vegetation cover (70% min)			A	
2. Undesirable vegetative growth			A	
3. Standing water or wet spots			A	
4. Sediment and/or trash accumulation			Q	
5. Visible erosion			A, S	
6. Stone Weeper undercutting/erosion			A, S	
Outfalls				
1. Riprap failures (displaced rock,erosion)			A, S	
2. Downstream slope erosion			A, S	
3. Storm drain pipes (clear of debris, condition)			A, S	
4. End Sections (clear of debris, condition)			A, S	
Swales				
1. Adequate vegetation cover			A	
2. Undesirable vegetative growth			A	
3. Standing water or wet spots			A	
4. Sediment and/or trash accumulation			Q	
5. Obstructions – fences, woody vegetation/landscaping, other structures			A	

Inspection Frequency Key A=Annually, Q=Quarterly, S=After Major Storm