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# DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WOODLEAF RESERVE PEWAUKEE, WISCONSIN

THIS DECLARATION, is hereby made this 21st day of January, 2014 by Pewaukee Sunder Fields LLC, a Wisconsin limited liability company (hereinafter called the "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in Article I of this Declaration and as more specifically described in Exhibit B, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

***This instrument was drafted by and should be returned to:***

***Sandra J. DeLisle, Esq.***
***Zilber Ltd.***
***710 N. Plankinton Ave., Ste. 1200***
***Milwaukee, WI 53203***

*PIN # See Exhibit A attached*

**WHEREAS**, Declarant is developing the Woodleaf Reserve subdivision in multiple phases. The initial phase consists of thirty-five (35) single-family lots and one (1) Outlot (Lots 1 through 35 and Outlot 1 as shown on the final plat). The expansion land for the future phases may consist of approximately 154.7 acres as more particularly described on Exhibit C attached hereto (the "Expansion Land").

**WHEREAS**, Declarant reserves the right from time to time to amend this Declaration to subject all or any portion of the Expansion Land to the provisions hereof.

**NOW THEREFORE**, Declarant hereby declares that the real property described in and referred to in Article I hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

## ARTICLE I
## PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

The real property described on Exhibit B attached hereto and incorporated herein (hereinafter referred to as "Woodleaf Reserve") shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration.

## ARTICLE II
## GENERAL PURPOSE OF THIS DECLARATION

The Declarant desires to develop Woodleaf Reserve, a single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Woodleaf Reserve for the use and enjoyment of property owners; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the features of the outlots, including but not limited to the landscaping, subdivision monument signage and storm water ponds and drainageways; and in general to provide adequately for a type and quality of improvements to benefit all present and future Lot Owners (defined below) in Woodleaf Reserve.

This Declaration also establishes general and specific design controls to create and ensure an aesthetic harmony and compatibility within the streetscape and throughout the development of Woodleaf Reserve. It is necessary that each and every residence is held to design standards that are not only well defined but also standards that address the appropriate nature of the building's design style, massing, scale, window placement, materials and colors, so that the entire neighborhood is perceived as a cohesive, well planned community. Setting aesthetic goals assures and preserves the long term livability and desirability of the individual homes within Woodleaf Reserve.

## ARTICLE III
## GENERAL RESTRICTIONS AND DESIGN STANDARDS

**Section 1.** **LAND USE AND BUILDING TYPE.** Woodleaf Reserve single-family residential lots (hereinafter referred to collectively as "Lots" or singularly as "Lot"; with the titleholder, whether one or more, of the Lot, referred to herein as "Lot Owner"), shall each be restricted to allow the erection of only one single-family residence and an attached garage which shall be of sufficient size to accommodate a minimum of two cars (hereinafter referred to as "Residence"). Such Residence shall be limited to one-story, story and one-half, two-story, tri-level or split level. All Residences shall be erected in such a

manner and location as approved by the Architectural Control Committee ("ACC") restrictions imposed by this Declaration and the zoning ordinances and building codes of the City of Pewaukee, Wisconsin.

**Section 2. PHASING.** Declarant is developing Woodleaf Reserve in multiple phases, with phase 1 consisting of 35 single family lots and 1 outlot (Lots 1 through 35 and outlot 1 as shown on the final plat). Declarant reserves the right, for a period of 20 years from the date hereof, from time to time, to amend this Declaration to subject all or any portion of the Expansion Land (set forth in Exhibit C) to the provisions hereof.

**Section 3. DESIGN STANDARDS.** The location, size and exterior design of each Residence, attached garage and detached structures shall conform to the guidelines set forth below. Deviation from or alternatives to these guidelines must be approved in writing by the ACC and may require permit and approval from the City of Pewaukee.

**RESIDENCE LOCATION/SETBACKS.**

a. The minimum setback for a Residence from any abutting street right-of-way shall be thirty (30) feet.

b. The minimum side setback for a Residence shall be twelve (12) feet.

c. The minimum rear setback for a Residence shall be thirty-five (35) feet from the rear lot line.

d. The minimum setback for a Residence from a designated wetland shall be twenty-five (25) feet.

**DWELLING SIZE.** The following minimum sizes for a Residence in Woodleaf Reserve shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level, garage, open and screened in porches, patios and decks of a Residence shall not be included in the square footage. All Residences in Woodleaf Reserve shall have the following minimum living areas:

a. A single story Residence shall have a minimum of 1700 square feet of living area.

b. A story and one-half Residence shall have a minimum of 1900 square feet of living area, with a minimum of 1000 square feet of living area on the first floor of the Residence.

c. A two story Residence shall have a minimum of 2000 square feet of living area on the first and second floors combined with a minimum of 1000 square feet of living area on the first floor of the Residence.

d. A split level or tri-level Residence shall have a minimum of 2000 square feet of living area on the first and second floors combined with a minimum of 1000 square feet of living area on the first floor of the Residence.

**ROOF.**

a. All primary roof pitches shall have a minimum slope of eight feet (8') in height for each twelve feet (12') in length. Generally all roof pitches on a dwelling should be the same, but roof designs will be reviewed as they relate to the overall design of the dwelling.

b. All exposed roofing materials are to be wood shakes, wood shingles, or a dimensional "shake-like" fiberglass shingles with a 30 year minimum warranty rating.

**SIDING.**

a. Siding materials shall consist of brick veneer, stone, wood or other natural materials. Vinyl siding, cement composite siding and simulated stone are acceptable provided they are of high quality, provide "natural" texturing and coloration, and are approved by the ACC. Aluminum, steel, pressed board and Masonite siding will not be permitted. Wood composite materials may be considered by the ACC on a case by case basis for siding accent or decorative materials, provided they are of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or siding material used on the remainder of the house. Masonry shall terminate at an inside corner or a corner trim.

**SOFFITS.**

a. Soffit materials may be of cement composite panels, plywood or wood. Vinyl and aluminum soffit materials are prohibited.

**FASCIA.**

a. Fascia materials may be of cement composite panels, plywood or wood. Wood composite materials may be considered by the ACC on a case by case basis, provided they are of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home. Vinyl, aluminum and steel fascia are prohibited.

**BUILDING TRIM.**

a. Building trim materials may be cement composite or wood. Wood composite materials may be considered by the ACC on a case by case basis, provided they are of high quality and provide "natural" texturing and/or texturing similar to the other siding products utilized on a majority of the exterior of the home. Vinyl, aluminum and steel soffit materials are prohibited.

**WINDOWS AND DOORS.**

a. Windows, doors, patio doors and garage doors, of wood, vinyl, fiberglass or clad with vinyl or aluminum are acceptable.

b. The size and location of windows and doors should be balanced and consistent on each elevation.

c. Garage and service doors may be wood, aluminum, steel or fiberglass and must have a raised panel or similar decorative design.

**WINDOW/DOOR TRIM AND SHUTTERS.**

a. Window and other trim treatments should be consistent on all elevations.

b. Shutters may be wood or vinyl and should be of a size, design and proportion to compliment the window characteristics.

c. Trim at least 4" nominal in width must be used on all windows without shutters and on all doors.

d. The ACC may require the placement of windows or other design features in blank wall areas regardless of interior furniture arrangement.

**BAYS AND CHIMNEY CHASES.**

a. Bays and other projections which extend down to the top of the foundation level, must have a foundation beneath.

b. Exterior chimney chases must be constructed on a foundation and extend beyond the roof line by a minimum of 2'-0". The exterior chase cladding must be masonry or match the exterior house siding and corner trim.

c. Exterior chase enclosures commonly referred to as a "Dog House Projection" are prohibited.

**EXTERIOR COLORS.**

a. The number of exterior colors should be kept to a minimum. It is recommended that a maximum of three colors be used on the exterior walls and trim; and one color for such items as shutters, trim and doors

b. All exterior colors must be noted on the plans with their corresponding manufacturer's identification number and a sample of each color for ACC approval.

**AWNINGS.**

a. All awnings require ACC approval.

**PLUMBING AND ATTIC VENTS.**

a. Place all exposed plumbing vents to rear of house and paint to match roof color.

b. Whenever possible and practical, place "pop up" attic vents where practical and preferably out of view from the street.

**Section 4. CONSTRUCTION DURATION AND DAMAGE.** Any Residence and attached garage to be constructed on a Lot shall be completed within one (1) year from the date of the start of excavation. Lot Owners are responsible for any damage to the streets, curbs, gutters, and/or outlot area landscaping caused by Lot Owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste, dirt and debris during construction.

**Section 5. ARCHITECTURAL CONTROL SUBMITTAL.** The final aesthetic control, guidance and approval for the individual site and building design will be performed by the ACC. The ACC will use Article III General Restrictions and Design Standards as a guide line of items to be completed but will also evaluate the compatibility and consistency the house design has to its neighbors and the neighborhood.

All building plans for any Residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the ACC and the ACC shall have approved the same in writing prior to Lot Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, patios, decks, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Woodleaf Reserve are subject to the prior written

approval of the ACC. The ACC's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Woodleaf Reserve shall be based upon the building and use restrictions contained in this Declaration and such standards as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The ACC shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform to buildings in close proximity. It is the intent of the ACC to maintain diversity and compatibility in design appearance in Woodleaf Reserve.

Prior to application for a building permit, each Lot Owner shall submit the following documents to the Woodleaf Reserve Architectural Control Committee c/o Homes By Towne of Wisconsin LLC, Attention: Janeen Wnuk, 710 N. Plankinton Ave., Milwaukee, Wisconsin 53203:

a. Three (3) sets of drawings (at a scale of either 1/8" or ¼") of the proposed Residence showing, at a minimum: floor plans, elevations of all sides of the Residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the Residence on the Lot and any accessory buildings or amenities;
b. Three (3) sets of the proposed grading and landscaping plans for the Lot;
c. A plat of survey showing the location of the home, driveway, accessory buildings and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;
d. Three (3) sets of architectural specifications for the above; and
e. The address for mailing the written determination of the ACC.

All submissions shall contain sufficient detail as may be required by the ACC. The ACC shall review the plans submitted within thirty (30) days and render its written approval or rejection.

**SECTION 6. GARAGES.** All garages shall be attached to the Residence and all garages shall be constructed at the same time the Residence is constructed. Although garage entrances may be oriented toward the front of the Residence, Owners are encouraged to orient garage entrances to the side of the Residence.

**SECTION 7. DRIVEWAYS.** All driveways shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with asphalt, concrete or brick within one (1) year of the date of issuance of the Certificate of Occupancy for the Residence. No driveway or

permanent vehicular access for any of the platted Lots of Woodleaf Reserve Phase 1 or any future phases will be granted from Weyer Road.

**SECTION 8. GRADING AND LANDSCAPING.** All Lots shall be graded immediately upon completion of construction of a Residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan, or as may be amended by the Declarant, and the storm water management plan for Woodleaf Reserve as approved by the City of Pewaukee. Strict compliance with such grading plan and the storm water management plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Owner's Lots unless intended by drainage easements or the comprehensive grading plan.

Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Clerk. The Developer and/or the City 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 Owner shall be responsible for the cost of same.

Any excess soil resulting from excavations, grading or landscaping shall not be disposed of within Woodleaf Reserve but must be transported off site at the Lot Owner's expense. Failure to comply with this provision shall render the violating Lot Owner liable for damages equal to the actual cost of removing, hauling and disposing of such excess soil plus a twenty percent (20%) supervisory fee.

Lots must be landscaped, including the additional trees as referenced below, and seeded or sodded within one (1) year after issuance of the Certificate of Occupancy for the Residence. Landscaping shall include the area between the front Lot line and the edge of the street pavement. No landscaping shall be planted that is found to be a barrier to the surface water drainage as intended by the comprehensive grading plan.

Within one (1) year after issuance of the Certificate of Occupancy permit, the Lot Owner shall plant on its respective Lot at least two (2) additional trees, with a minimum trunk diameter of 1.5 inches at a point six (6) feet above the root system.

Plans showing exact locations and species of trees, shrubs, planting beds, hedges or mass screening plantings and construction details of walls, shall be submitted to and approved by the ACC prior to construction and/or planting.

**SECTION 9. FENCING.** Permitted fencing shall be security fencing around pools only. Such fencing shall be four (4) foot high from grade, black aluminum, wrought iron or similar type fencing approved by the ACC and as permitted by the City of Pewaukee if necessary. No other fencing shall be allowed.

**SECTION 10. MAILBOX AND LAMP POST.** At the time of construction of a Residence, the Lot Owner shall install at the Lot Owner's expense, one (1) outdoor electric lamppost and mailbox (the design and quality of which shall be specified by the Declarant). The location of the mailbox will be determined by the United States Postal Service Pewaukee Post Master. The location of the lamp post shall be within ten (10) feet of the public road right-of-way, but not within the right-of-way and said location will be deemed appropriate at the ACC's discretion. The lamppost and mailbox shall be maintained by the Lot Owner at its cost, in proper operating condition. If the Lot Owner fails to maintain the lamppost and mailbox in proper operating condition, maintenance of the lamppost and mailbox may be performed by the Declarant or Association, following fifteen (15) days prior written notice to the Lot Owner and the cost of such maintenance shall be a Special Assessment against the Lot, payable according to the terms and conditions contained in Article V, Section 7 hereof.

**SECTION 11. EASEMENTS.** Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat and/or approved grading plans for Woodleaf Reserve or as subsequently created by recorded easement agreements. No permanent structure shall be placed within the easement areas which may damage or interfere with the installation and maintenance of the utilities, or the intended use of such easement, including but not limited to drainage. The easement area of each Lot shall be maintained continuously by the Lot Owner.

Declarant and/or Association (defined below) or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within Woodleaf Reserve the landscape features within the Outlots or landscape easements at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

**SECTION 12. ACCESSORY BUILDING.** Each Lot shall be permitted to erect one (1) accessory building or structure, provided that the design and construction materials are compatible and equal to the design and materials used for the primary Residence.

No accessory building or structure shall exceed one hundred twenty (120) square feet in floor area. Accessory building or structure location and height must conform to City of Pewaukee codes and

shall require written approval by the ACC and the City of Pewaukee prior to construction.

**SECTION 13. GENERAL PROHIBITIONS.** The following shall constitute general restrictions on Lots in Woodleaf Reserve:

a. **Vehicle Storage.** There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant or the Woodleaf Reserve Homeowner's Association Board. The outside storage or parking of commercial or recreational vehicles is expressly prohibited.

b. **Satellite Dishes.** Satellite dish antennas shall be pedestal mounted and shall not have a diameter in excess of 39.37 inches (1 meter). No antenna or permitted satellite dish antenna shall be roof mounted and visible from any roadway, unless no other practicable location can be found and prior approval is granted by the ACC.

c. **Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or other permitted improvement) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive in the opinion of the Declarant and/or the Woodleaf Reserve Homeowner's Association Board.

d. **Nuisances.** No obnoxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

e. **Pets.** No exterior dog kennel or pet house whether attached or detached from the main structure shall be constructed or maintained on any Lot unless fully screened from neighboring Lots. No Lot Owner shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the City of Pewaukee ordinances covering such pets. Farm animals, poultry, horses, etc., and animals kept for commercial purposes shall be prohibited under any circumstances.

f. **Refuse.** Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street. No burning of refuse shall be permitted.

g. **Vision Corners.** No structure of any kind shall be permitted within a "vision corner" (as shown on the plat of Woodleaf Reserve Phase 1 or any other future phases of Woodleaf Reserve), which exceeds two (2) feet above the elevation of the intersection,

except for necessary highway and traffic signs, public utility lines and open fences through which there is clear vision. No vegetation or other plant material shall be permitted which obscures safe vision of the approaches to any intersection in Woodleaf Reserve.

h. **Pool.** Above-ground pools and/or temporary pools with water depths that can exceed 18 inches in depth are strictly prohibited. In-ground pools with fence enclosures are allowed but require written approval by the ACC and the City of Pewaukee prior to construction or set up of approved pool. Placement of an in-ground pool in the front or side yards is prohibited. Permanent "Hot Tub" structures are permitted if they are screened from adjacent Owner's Lots, are not visible from the public roadway and receive necessary approval from the ACC and the City of Pewaukee. Temporary "Hot Tub" structures are not permitted.

i. **Playsets, Trampolines or Other Recreational Structures.** Playsets, trampolines or other recreational structures are permitted if they are not found to be a nuisance by the the Declarant or the Woodleaf Reserve Homeowner's Association Board. Such structures are not to be visible from public roadways and must receive approval from the ACC and if necessary from the City of Pewaukee.

j. **Lot Modifications.** Modification to the landscape materials and design must be approved by the ACC.

k. **Building Modifications.** Any exterior building modifications, including but not limited to additions, remodels, and material and color changes; must be approved by the ACC. If the exterior colors remain the same as the originally approved colors, ACC approval will not be required.

l. **Building and Lot Maintenance.** The Declarant, the Woodleaf Reserve Homeowner's Association Board and Lot Owners have vested interest in the standards that will create a cohesive and aesthetically pleasing community. It is the collective responsibility of each and every Lot Owner to maintain their individual home and lot to preserve the long term livability and desirability of the community.

**SECTION 14. LOT-SPECIFIC PROHIBITIONS.** The following constitute specific restrictions on individual Lots in Woodleaf Reserve, and nothing contained in this Section 13 shall in any manner invalidate the effect of the general restrictions contained in this Declaration.

a. **Lots requiring Specific Residence Design.** Lots 13, 14, 15, 16, 24, 25, 26, 27 and 28 of Phase I require a partially exposed rear and/or side yard residence design.

31, 32, 33, 34 and 35 are adjacent to or have a drainage easement within the boundary of the specified lot and/or wetlands in an adjacent outlot and a specific building orientation due to proximity to the drainage easement and wetlands may be necessary.

Lots 1 and 35 contain landscape easements, as shown of the final plat, for the benefit of the Woodleaf Reserve Homeowner's Association. Said easements may or may not contain an entry monument sign to identify the entry to Woodleaf Reserve. The Woodleaf Reserve Homeowner's Association shall be responsible for any landscape or sign improvements within said easements.

Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are adjacent to Outlot 1 of Woodleaf Reserve Phase 1. Outlot 1 is adjacent to dedicated right-of-way for the future expansion of Springdale Road as shown of the Final Plat for Woodleaf Reserve.

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b. **Wetlands.** Portions of the Expansion Land may contain wetland areas, and these wetland areas shall be preserved as wetlands and open space areas, with any improvements of such affected Outlots strictly limited to those areas outside the wetland boundaries. Unless otherwise approved by the City of Pewaukee and other jurisdictional governmental agencies including the Wisconsin Department of Natural Resources, all of the area included in the wetland areas shall remain and be retained in its natural, undisturbed state and shall be subject to the City of Pewaukee Municipal Code and may contain more restrictions at the time of platting of said Expansion Land.

In an effort to protect the natural resources and beauty of the area, disturbance of these areas is discouraged and is only permitted subject to approval by the City of Pewaukee and in compliance with the City of Pewaukee zoning ordinances, the Wisconsin Department of Natural Resources and other jurisdictional government agencies.

c. **Utility and Public Drainage Easement.** Easements and Setbacks are shown on the Final Plat of Woodleaf Reserve and are part of the documentation recorded at the Waukesha County Register of Deeds Office. Other easements may have been or may be recorded against the Outlots or the lots within Woodleaf Reserve to accommodate utility, drainage or other purposes. The lands located within Outlot 1, besides the lands apparently utilized for the detention ponds and facilities are included in and are an integral part of the overall stormwater and drainage system for Woodleaf Reserve. Temporary standing water may be found on the Outlot or within the drainage easements outside of the detention

facilities or wetlands from time to time and this condition is expected and found to be acceptable.

d. **Bedrock.** Bedrock has been found by the Declarant throughout Woodleaf Reserve. Blasting occurred within the development to provide for and allow for the excavation of materials for the construction of sanitary sewer, storm sewer and water utility lines. Because bedrock has been found throughout Woodleaf Reserve, the Declarant is giving notice to all current and future homeowners that bedrock may be present below the surface on all lots and that may hamper and create additional construction costs for future construction of structures on any and all lots within Woodleaf Reserve.

e. **County Land.** A portion of the Expansion Land of Woodleaf Reserve may be dedicated to Waukesha County for the lands to be maintained by the Waukesha County Parks Department. The Waukesha County Parks Department has indicated that the dedicated lands may be utilized for park purposes and other lands in the area may be added under the Waukesha County Parks plan as of the date of this Declaration. However, the County has the right to develop, or not develop, that portion of the Expansion Land, dedicated in the County's sole discretion

f. **Future Roads.** Certain roads in Woodleaf Reserve terminate at the current boundaries of the developed portion of the subdivision. Lots 14, 15 and 16 are adjacent to such road terminations. Owners are hereby put on notice that said roads may be connected with or extended to other roads in lands owned by the Declarant, including but not limited to the Expansion Lands, or others if such extension or connection is approved by the City of Pewaukee, Waukesha County or other public entities having jurisdiction. During the development approval of Woodleaf Reserve, the Declarant was required by the City of Pewaukee to dedicate lands for right-of-way purposes for the potential of the future extension of Springdale Road. Said lands are located directly east of Outlot 1 of Woodleaf Reserve and may be adjacent to a portion of the Expansion Land.

g. **No Wells.** No non-potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any Lots, Outlots, or other commonly owned parcel(s) within Woodleaf Reserve unless authorized in writing by the City of Pewaukee Common Council.

**SECTION 15. CONSTRUCTION DEPOSIT.** At the time of closing on a Lot, a construction deposit in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) ("Construction Deposit") shall be collected from the Owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Article III which deal with contractor cleanup, damage to street, curbs, and/or gutters, installation of the required

mailbox, lamp and lamp post and security that the Lot Owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the Lot Owner is unable to obtain compliance of is contractors, fails to install the requisite mailbox, lamp and lamp post, thus rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Owner upon completion and first occupancy of the residence, within thirty (30) days of Owner's written request.

## ARTICLE IV
## ARCHITECTURAL CONTROL COMMITTEE (ACC)

**SECTION 1. CREATION.** The ACC shall initially consist of three individuals chosen by the Declarant. In the event of the death or resignation of any member of the ACC, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Woodleaf Reserve. It is the express intent of Declarant that it shall appoint all of the members of the ACC until its ownership of real estate in Woodleaf Reserve is fully relinquished. After Declarants' ownership has been relinquished, all members of the ACC shall immediately resign and an election shall be had by the Association to nominate and elect three new members of the ACC. Each Lot in Woodleaf Reserve shall have one vote, regardless of the number of owners of said Lot. A simple majority of votes cast shall elect each member of the ACC. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the ACC. No Lot Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the ACC. Upon the delegation of the Declarant's authority under this Declaration, the ACC shall have all the rights and obligations of the Declarant.

**SECTION 2. PROCEDURE.** Each Lot Owner shall file all plans, specifications, and other materials for the approval of the improvements of any Lot with the office of the Declarant, for referral to the ACC.

A response in writing setting forth the decision of the ACC and reasons thereof shall thereafter be transmitted to the applicant by the ACC within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot Owner. Builders and/or Lot Owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

In the event the ACC fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in

this Declaration, approval shall be deemed granted.

## ARTICLE V
## WOODLEAF RESERVE HOMEOWNERS ASSOCIATION

**SECTION 1. CREATION AND PURPOSES.** The Woodleaf Reserve Homeowners Association, Inc. (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot Owners in Woodleaf Reserve for the purpose of:

a. Maintaining and promoting the desired character of Woodleaf Reserve.

b. Managing, maintaining and controlling common areas for the purpose of preserving wetlands, open space and trees and for the managing, maintaining and controlling of storm water detention areas pursuant to Woodleaf Reserve Storm Water Management Practices Maintenance Agreement dated January 10, 2014 (attached hereto as Exhibit D) and of which may be further amended from time to time by the Declarant with approval from the City of Pewaukee and recorded at the Waukesha County Register of Deeds.

c. Managing, maintaining and controlling any entry treatments and landscaping placed within an easement for the benefit of the Association at any current or future locations within Woodleaf Reserve.

**SECTION 2. INITIAL COMMITTEE/TERM.** The Association shall be governed by a three member committee, hereinafter referred to as the "Committee", which shall be solely responsible for the activities of the Association.

The initial members of the committee shall be appointed by the Declarant. Within three months of the date that 95% of the Lots, including Lots to be developed on the Expansion Land, have been sold, the members of the Committee appointed by Declarant shall be replaced with three (3) Lot Owners elected by the Association.

Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time prior to the time Declarant owns less than 95% of the Lots in Woodleaf Reserve, including Lots to be developed on the Expansion Land.

After the initial term as provided in Article V, Section 2 above, the term of office of each Committee member shall be two (2) years from the date of election. If any Committee member shall

die, resign, be unable to act or cease to be qualified, the unexpired term of such Committee member shall be filled by special election of the Association.

**SECTION 3. MEMBERSHIP AND VOTING.** Declarant and every Lot Owner in Woodleaf Reserve shall be a member of the Association. Each such member shall be entitled to one vote for each Lot owned, whether the Lot is owned singularly or jointly. The Declarant shall have a vote for each Lot the Declarant retains ownership of at the time of such vote.

**SECTION 4. MEETINGS.** All Committee meetings shall be open to all Lot Owners, and shall be held upon not less than three (3) days prior written notice to all of the Lot Owners. The presence of two (2) Committee members shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall call a meeting for all the Lot Owners of the Association no less than once per calendar year and shall begin in the year following the Declarant's decision to form and start the Association.

**SECTION 5. COMMITTEE DUTIES.** The Committee shall have the following duties:

a. To provide for the maintenance of the entry treatments and landscaping within easements held by the Association for such purposes, if applicable;
b. To establish dates and procedures for the election of Committee members;
c. To promulgate operational procedures for the conduct of Association and Committee business;
d. To enforce the terms, conditions and restrictions contained in this Declaration; and
e. To establish and maintain an ACC subsequent to the initial ACC established and controlled by the Declarant.

**SECTION 6. COMMITTEE POWERS.** The Committee shall have the following powers:

a. To take such action as may be necessary to cause the entry treatments, landscaping within easements for the benefit of the Association, if applicable, and Common Areas located within Outlots to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;
b. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
c. To levy and collect assessments in accordance with the provisions of Article V, Section 7, below and;

d. To take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

**SECTION 7. ASSESSMENTS.** The Committee shall levy and collect assessments in accordance with the following:

a. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be 35. The denominator shall be increased if and when additional Lots located on the Expansion Land are brought under this Declaration by the Declarant. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain its Lot in accordance with the reasonable standard of Woodleaf Reserve; maintain the mailbox, lamp and lamp post required under Article III, Section 9 herein; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments." Specifics of such "Special Assessments" may be further explained, described and implemented through "Subdivision Rules and Regulations" that the Woodleaf Reserve Homeowners Association Board may establish, amend or modify at their discretion in the future.

b. Assessments shall be approved at a duly convened meeting of the Committee.

c. Written notice of an Assessment shall be personally delivered to each Lot Owner or delivered by regular mail addressed to the last known address of such Lot Owner.

d. Assessments shall be due and payable on or before 30 days after the mailing or personal delivery of the notice.

e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until the Assessments have been paid in full. The Assessments and interest

thereon shall also be the personal obligation of any current or subsequent Lot Owner against which the Assessment was made.

f. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessments and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot Owner.

g. Upon application by a Lot Owner, any Committee member may, without calling a Committee meeting, provide to such Lot Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed Committee member, and (2) as to the existence of any unpaid Assessments or other amounts due the Association. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

h. Any lien for Assessments may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot Owner shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.

**SECTION 8. LIMITATIONS.** During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Committee shall not have the power to make Additional Improvements costing in excess of Five Thousand Dollars ($5,000.00) without the consent of ninety percent (90%) of the then-current Lot Owners.

**SECTION 9. COMMITTEE LIABILITY.** Members of the Committee shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

**SECTION 10. NO WAIVER.** Failure of the Association or the Committee to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

## ARTICLE VI
## GENERAL PROVISIONS

**SECTION 1. DURATION OF DECLARATION.** This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current term a Notice of Termination is executed by the Lot Owners and mortgagees of at least sixty percent (60%) of all Lots, is consented to by the City of Pewaukee and is thereafter recorded in the Office of the Register of Deeds of Waukesha County.

**SECTION 2. BINDING EFFECT AND ENFORCEMENT.** This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot Owners.

The Declarant, Association or any Lot Owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot Owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorney fees, incurred by the Declarant, Association or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot Owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the ACC shall, at the ACC's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

**SECTION 3. AMENDMENT.** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by Lot Owners having at least Sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot Owner or the owner of any of the Expansion Land. Notwithstanding the foregoing, the Declarant shall have the unilateral right to amend this Declaration in order to subject the Expansion Land, or any portion thereof, to this Declaration (any such amendment may also include reasonable provisions with respect to the Expansion Land that benefit the Lot Owners and the Association). This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the

Register of Deeds for Waukesha County, Wisconsin.

**SECTION 4. EFFECT ON MORTGAGES OR DEEDS OF TRUST.** All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Woodleaf Reserve. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

**SECTION 5. DECLARANT'S ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION.** In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

**SECTION 6. ADDRESS NOTIFICATION.** Each Lot Owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot Owner at the last address filed shall be sufficient and proper notice to the Lot Owner whenever notices are required.

Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to Pewaukee Sunder Fields LLC at 710 North Plankinton Avenue, Suite 1100, Milwaukee, Wisconsin 53203.

**SECTION 7. CONFLICTS.** In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the City of Pewaukee or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

In Witness whereof, the undersigned has executed this Declaration this 21st day of January, 2014.

**Pewaukee Sunder Fields LLC**
By: **TOWNE REALTY, INC., SOLE MEMBER**

By: William A. Wigchers, Vice President

State of Wisconsin

County of Waukesha

Personally came before me this 21st day of January, 2014, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, County of Milwaukee
State of Wisconsin
My Commission ~~is permanent~~ expires 6-17-17



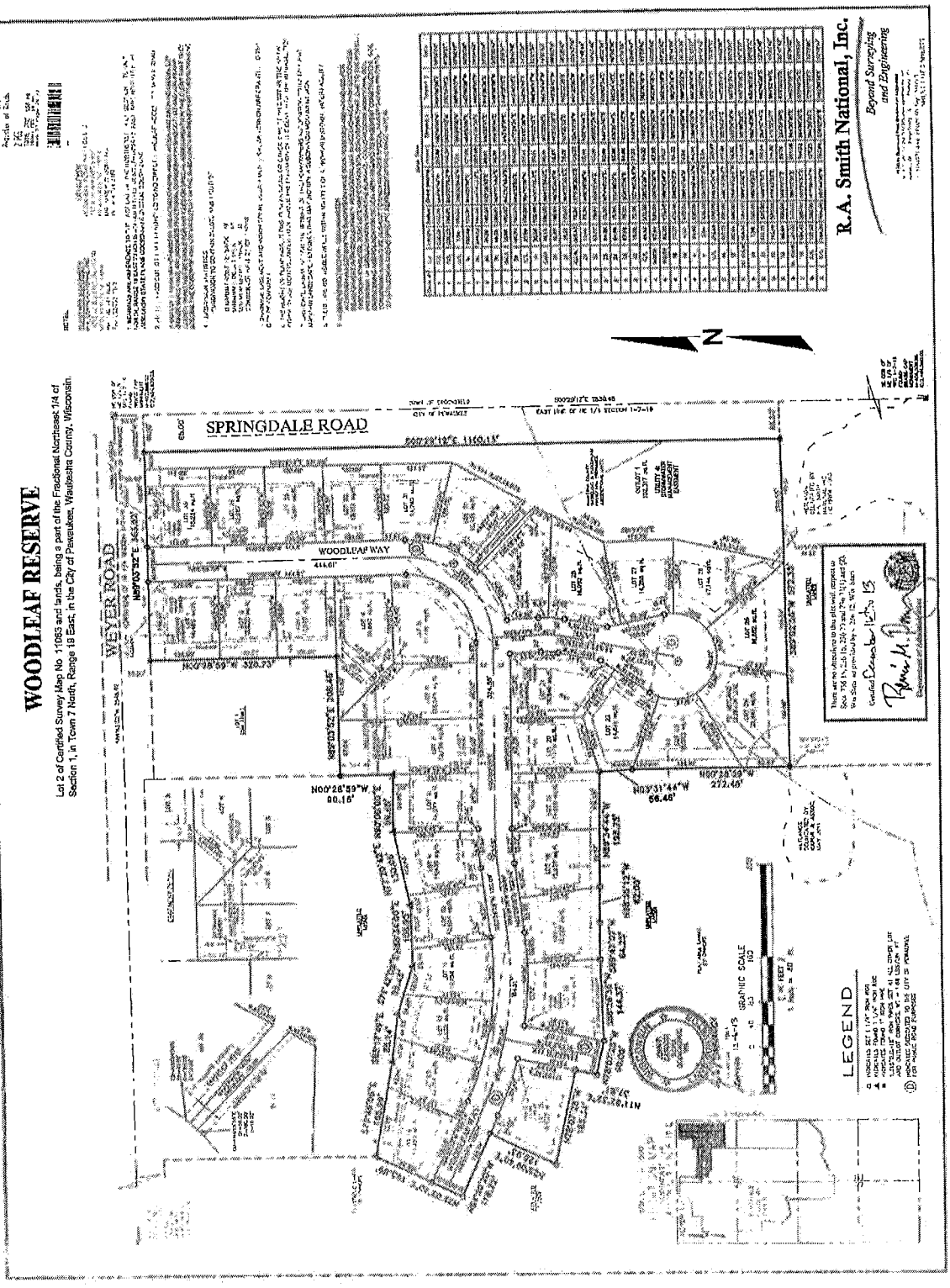

This instrument was drafted by and should be returned to:
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue
Milwaukee, WI 53203

PEWAUKEEWOODLEAFRESERVEDECLARATIONSFINAL1-21-14.DOC

# EXHIBIT A
## TAX KEY NUMBERS

PWC 0865-997-002
PWC 0868-998
PWC 0865-995-002
PWC 0865-990
PWC 0868-999
PWC 0865-999-003

EXHIBIT B


WOODLEAF RESERVE
Lot 2 of Certified Survey Map No. 11063 and lands, being a part of the Fractional Northeast 1/4 of Section 1, in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.
R.A. Smith National, Inc.
Beyond Surveying and Engineering
SPRINGDALE ROAD
WOODLEAF WAY
WEYER ROAD
N
LEGEND
GRAPHIC SCALE

# WOODLEAF RESERVE

Lot 2 of Certified Survey Map No. 11063 and lands, being a part of the Fractional Northeast 1/4 of Section 1, in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin

[illegible]

LOT 2 OF CERTIFIED SURVEY MAP NO. 11063 AND LANDS BEING A PART OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 1, IN TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SAID SECTION; THENCE SOUTH 00°23'10" EAST ALONG THE EAST LINE OF SAID SECTION 1,320.48 FEET TO A POINT IN THE SOUTH LINE OF WEIDNER ROAD EXTENDED; THENCE SOUTH 89°36'50" WEST ALONG SAID EXTENSION 50.00 FEET TO A POINT IN THE WEST LINE OF SUNNYDALE ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 00°23'10" EAST ALONG SAID WEST LINE 1,109.17 FEET TO A POINT; THENCE SOUTH 89°36'50" WEST 33.00 FEET TO A POINT; THENCE SOUTH 00°23'10" EAST 211.31 FEET TO A POINT; THENCE NORTH 89°36'50" EAST 33.00 FEET TO A POINT IN THE WEST LINE OF SUNNYDALE ROAD

R.A. Smith National
*Beyond Surveying and Engineering*

WOODLEAF RESERVE

LEGAL DESCRIPTION

Woodleaf Reserve Expansion Lands

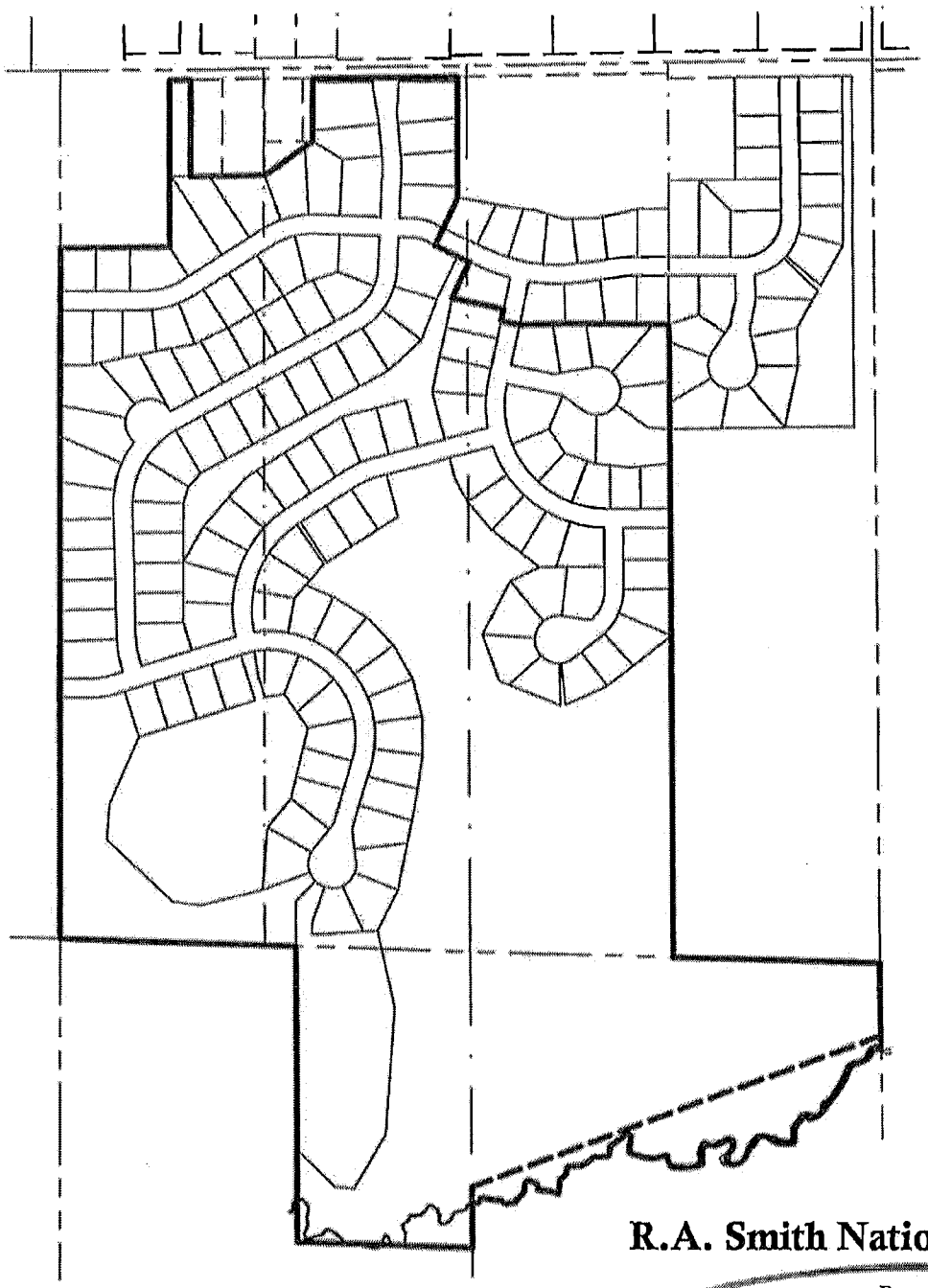
Lands being a part of the Northwest 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 1 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Fractional Northeast 1/4 of Section 1, in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of said Section 1; thence South 00°49'16" East along the East line of said 1/4 Section 227.20 feet to a point in a meander line of Spring Creek; thence South 69°35'24" West along said meander line 1356.28 feet to a point; thence South 00°34'12" East along said meander line 50.00 feet to the terminus of said meander line; thence South 00°34'12" East 139.16 feet to a point; thence North 88°26'38" West 542.52 feet to a point; thence North 00°34'12" West 924.00 feet to a point; thence North 88°26'38" West 733.14 feet to a point; thence North 00°27'43" West 2161.57 feet to a point; thence North 89°03'52" East 343.74 feet to a point; thence North 00°26'08" West 525.00 feet to a point; thence North 89°03'52" East 66.00 feet to a point; thence South 00°26'08" East 302.08 feet to a point; thence North 89°03'52" East 230.10 feet to a point; thence North 54°13'01" East 183.89 feet to a point; thence North 00°26'08" West 197.00 feet to a point; thence North 89°03'52" East 456.17 feet to a point; thence South 00°21'02" East 380.69 feet to a point; thence South 25°09'40" West 165.89 feet to a point; thence South 64°50'20" East 119.72 feet to a point; thence South 25°09'40" West 125.93 feet to a point; thence South 78°07'28" East 165.34 feet to a point; thence South 11°52'32" West 37.81 feet to a point; thence South 78°07'28" East 60.00 feet to a point; thence North 88°26'36" East 144.37 feet to a point; thence South 89°34'44" East 126.24 feet to a point; thence South 89°34'44" East 198.75 feet to a point; thence South 03°31'44" East 56.46 feet to a point; thence South 00°28'59" East 1924.94 feet to a point; thence South 88°26'38" East 637.84 feet to the point of beginning.
Including those lands lying between the centerline of Spring Creek and aforesaid mentioned meander line.

Said Lands contain 5,674,500 square feet or 130.3 acres of land more or less

Date: January 20, 2014
Prepared by: John P. Casucci, RLS
Project No.: 165571

# WOODLEAF RESERVE
## EXPANSION LANDS




R.A. Smith National, Inc.

*Beyond Surveying and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\5165571\dwg\
SX411A5H.dwg\EXPANSION LANDS
SHEET 1 OF 1

EXHIBIT D

# Storm Water Management Practices Maintenance Agreement Woodleaf Reserve Pewaukee, Wisconsin

**Electronically Recorded**
**4062676**
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On.01/20/2014 11:48:31 AM

Total Fee: $30.00 Page(s): 24

This instrument was drafted by and should be returned to:

Sandra J. DeLisle, Esq.
Zilber Ltd.
710 N. Plankinton Avenue,
Suite 1200
Milwaukee, WI 53203

PIN #Part of PWC 0865990 and All of PWC 0865999003

**STORM WATER MANAGEMENT PRACTICES**
**MAINTENANCE AGREEMENT**
WOODLEAF RESERVE

THIS AGREEMENT, made and entered into this 10th day of January, 2014, by and between Pewaukee Sunder Fields LLC hereinafter called the "Developer", the Woodleaf Reserve Homeowners Association hereinafter called the "HOA" and the City of Pewaukee, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer is the owner of the following described lands situated in the City of Pewaukee, County of Waukesha County, State of Wisconsin, to-wit:

Legal Description:

Lot 2 of Certified Survey Map No. 11063 and lands, being a part of the Fractional Northeast 1/4 of Section 1, in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the Northeast corner of said 1/4 section; thence South 00°29'12" East along the East line of said 1/4 section 50.01 feet to a point in the South line of Weyer Road extended; thence South 89°03'52" West along said extension 65.00 feet to a point in the west line of Springdale Road and the point of beginning of lands to be described; thence South 00°29'12" East along said West line 1100.13 feet to a point; thence South 89°02'56" West 572.35 feet to a point; thence North 00°28'59" West 272.48 feet to a point; thence North 03°31'44" West 56.46 feet to a point; thence North 89°34'44" West 198.75 feet to a point; thence North 88°55'12" West 62.00 feet to a point; thence South 89°47'07" West 64.25 feet to a point; thence South 88°26'36" West 144.37 feet to a point; thence North 78°07'28" West 60.00 feet to a point; thence North 11°52'32" East 37.81 feet to a point; thence North 78°07'28" West 165.34 feet to a point; thence North 25°09'40" East 125.93 feet to a point; thence North 64°50'20" West 119.72 feet to a point; thence North 25°09'40" East 165.89 feet to a point; thence South 79°46'08" East 165.99 feet to a point; thence South 83°17'49" East 85.14 feet to a point; thence South 71°42'09" East 89.43 feet to a point; thence North 88°34'00" East 106.95 feet to a point; thence North 77°20'42" East 130.06 feet to a point; thence North 90°00'00" East 99.65 feet to a point; thence North 00°28'59" West 90.16 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 11063; thence North 89°03'52" East along the South line of said Lot 208.46 feet to the Southeast corner of said Lot; thence North 00°28'59" west along the East line of said Lot 320.73 feet to a point in the South line of Weyer Road; thence North 89°03'52" East along said South line 363.82 feet to the point of beginning.
Said land contains 796,009 square feet or 18.2739 acres.

Also described in Exhibit A,

hereinafter called the "Property".

WHEREAS, the Developer is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Woodleaf Reserve hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, Exhibit B provides detailed information of the location and storm water practices; and

WHEREAS, Exhibit C provides a summary of the intended maintenance and management of the storm water pond and drainage easements for their intended design and construction purposes; and

WHEREAS, the City and the Developer, its successors and assigns, including the HOA, agree that the health, safety and welfare of the residents of the City of Pewaukee, require that on-site storm water management practices as defined in Chapter 19 of the Pewaukee Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Developer, its successors and assigns, including the HOA; and

WHEREAS, the Outlot(s) of the Property are owned collectively by the individual lot owners of the Property with ownership by undivided fractional interest of the Outlot(s); and

WHEREAS, the purpose of the HOA is to maintain and manage the Outlot(s) for the benefit of the individual lot owners; and

WHEREAS, at such time the first lot of the Property has been transferred from the Developer to a party other than the Developer, the HOA shall take the primary position and responsibilities as addressed in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Developer, its successors and assigns, including the HOA, in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.

2. The Developer, its successors and assigns including but not limited to the HOA, shall regularly inspect the storm water management practices and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit D and by this reference made a part hereof shall be used for the purpose of the regular

inspections of the storm water management practices. The Developer and/or the HOA, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, pond areas and areas of access. Deficiencies shall be noted in the Operation and Maintenance Report.

3. The Developer, its successors and assigns, and/or the HOA, shall adequately maintain the storm water management facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing to their design functions and are in accordance with the Operations and Maintenance Standards attached to this agreement as Exhibit D and by this reference made a part hereof.

4. The Developer, its successors and assigns, and/or the HOA, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the City deems necessary given reasonable notice or no notice if an emergency is reported. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Developer, its successors and assigns, and/or the HOA, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Developer, its successors and assigns, and/or the HOA, fails to maintain the storm water management facilities and practices in good working condition, consistent with the terms of the approved plans and specifications approved by the City and does not perform the required corrective actions and inspections in the specified time, the City may:

   a. Issue a citation to the Developer, its successors and assigns, and/or HOA. Each day that the violation exists shall constitute a separate offense, and shall be considered a continuing violation.

   b. Perform the corrective actions identified in the inspection report and assess the Developer, its successors and assigns and/or the HOA for the cost of such work. The cost of such work may be specially assessed against the property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by the individual lot owners of the

Property and managed by the HOA, the City may assess each member of the HOA according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the Property outside of the easement for the storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Developer, its successors and assigns, and/or the HOA, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management facilities and practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Maintenance Standards (Exhibit D).

7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer, its successors and assigns, and/or the HOA, shall reimburse the City upon demand, within thirty (30) days of receipt for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City, its officers, agents and employees, and the owner agrees to indemnify and hold the City harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the City may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the City to enforce the terms of this agreement including, but not limited to, the performance of maintenance activities.

9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management facilities practices and be recorded at the Waukesha County Register of Deeds, and shall constitute covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, and/or the HOA. The Developer shall provide the City with a copy of any document which creates the HOA that is responsible for the storm water management facilities and practices.

10. Notwithstanding anything in this Agreement to the contrary, in the event the Developer, or the Developer's successors and assigns, sell or otherwise transfer ownership in any Portion of the Property or the Property as a whole, the Developer and the Developer's successors and assigns, are hereby released from any and all liabilities and obligations under the terms of this Agreement.

PEWAUKEE SUNDER FIELDS LLC
By: Towne Realty, Inc., Sole Member

By: William A. Wigchers, Vice President of Towne Realty, Inc.

STATE OF WISCONSIN )
)ss.
COUNTY OF Milwaukee )

Personally came before me this 10th day of January, 2014, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Terri A. Bratz
NOTARY PUBLIC, STATE OF WI
My commission expires: 6-17-17

NOTARY PUBLIC TERRI A. BRATZ STATE OF WISCONSIN

Woodleaf Reserve Homeowners Association
By: Towne Realty, Inc., Member and Manager

By: William A. Wigchers, Vice President of Towne Realty, Inc.

STATE OF WISCONSIN )
)ss.
COUNTY OF Milwaukee )

Personally came before me this 10th day of January, 2014, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Terri A. Bratz
NOTARY PUBLIC, STATE OF WI
My commission expires: 6-17-17

NOTARY PUBLIC TERRI A. BRATZ STATE OF WISCONSIN

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Scott Klein, Mayor

Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN )
)ss.
COUNTY OF WAUKESHA )

Personally came before me this 17 day of January 2014, the above named Scott Klein, Mayor and Kelly Tarczewski, Municipal Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Municipal Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Governing Body of the CITY of Pewaukee from their meeting on the 2 day of December, 2013.

Ami Hurd
NOTARY PUBLIC, STATE OF WI
My commission expires: 1/18/15

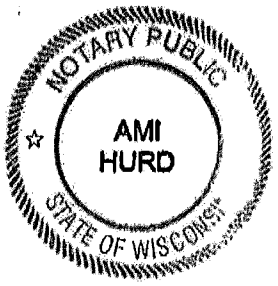


**Exhibit A – Legal Description**

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.

Project Identifier: Outlot 1 of Woodleaf Reserve

Date of Recording: January 2, 2014

Map Produced By: RA Smith National

Legal Description: Legal Description and Final Plat of Woodleaf Reserve

Maps: Attached is the Final Plat with Legal Description of Woodleaf Reserve.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I:
The East One-half (1/2) of the West One-half (1/2) of the Northeast One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin.

Excepting therefrom those lands described in a Warranty Deed recorded on January 25, 1979 in Reel 343, Image 116, as Document No. 1079919 and in Warranty Deed recorded on November 14, 1986 in Reel 826, Image 701, as Document No. 1384742.

Also excepting therefrom those lands conveyed in a Warranty Deed recorded on August 5, 2004 as Document No. 3191760.

Further excepting therefrom those lands described in a Quit Claim Deed recorded on July 7, 2004 as Document No. 3182115.

Also excepting therefrom those lands platted as Woodleaf Reserve.

Tax Key No. PWC 0865-997-002
Address: N47 W22377 Weyer Road

PARCEL II:
All that part of the Southeast One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of the Northwest ¼ of the Southeast ¼ of Section 1, and running thence West on the 1/4 line 8 chains and 22 links, thence South 14 chains to lands owned by William Smitz; thence East along the said Smitz's boundary line 8 chains and 22 links to the 1/8 line, thence North on the 1/8 line 14 chains to the place of beginning.

Tax Key No. PWC 0868-998

PARCEL III:
The West One-half (1/2) of the West One-half (1/2) of the Northeast One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin.

Excepting therefrom those lands conveyed in a Warranty Deed recorded on March 27, 1950 in Volume 514 of Deeds, at Page 27, as Document No. 335688 and corrected by Warranty Deed recorded on

October 29, 1963 in Volume 962 of Deeds, at Page 664, as Document No. 598905 and in a Warranty Deed recorded on April 17, 1956 in Volume 700 of Deeds, at Page 423, as Document No. 436325.

Also excepting therefrom those lands described in Certified Survey Map No. 6837 recorded on August 17, 1992 in Volume 57 of Certified Survey Maps at Pages 185 to 187 as Document No. 1759067 and in Certified Survey Map No. 8141 recorded on October 21, 1996 in Volume 71 of Certified Survey Maps at Pages 20 to 22 as Document No. 2166523.

Tax Key No. PWC 0865-995-002
Address: N47 W22423 Weyer Road

PARCEL IV:
The West One-half (1/2) of the East One-half (1/2) of the Northeast One-quarter (1/4) of Section One (1), Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin. ALSO commencing at the Northeast corner of the Southeast One-quarter (1/4) of Section One (1), Township Seven (7) North, Range Nineteen (19) East, and thence running South, on the town line 4 chains and 20 links to the center of the creek as it now runs (Called Spring Creek); thence in a Southwesterly direction along the center of said creek to the West One-eighth (1/8) line of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), Town and Range above; thence North upon the One-eighth (1/8) line of 13 chains to the corner post; thence East on the One-quarter (1/4) line 79 rods to the place of beginning.

The second parcel of the above described premises is also described as set forth in the legal description hereinafter described and incorporated herein by reference, and which is more accurate description. All that part of the Northeast One-quarter (1/4) of Section One (1), Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, described as follows, to-wit: Commencing at the Northeast corner of said ¼ Section; thence South 1°4' East along the East line of said ¼ Section 277.20 feet to the center of Spring Creek; thence along the center said creek on the following courses, North 86°03'10" West 22.91 feet, South 53°57'40" West 100.45 feet, South 31°07'50" West 124.41 feet, South 48°15'30" West 65.16 feet, North 71°34'40" West 27.92 feet, South 50°35'40" West 29.02 feet, South 20°40'20" West 71.10 feet, North 76°16'40" West 99.25 feet, South 40°09'50" West 101.32 feet, North 80°03'20" West 48.29 feet, North 31°47'30" East 55.77 feet, North 62°38'10" West 26.89 feet, South 69°30' West 74.11 feet South 4°59' East 40.82 feet, South 60°31'50" West 43.50 feet, North 73°37'20" West 64.07 feet, North 27°57'20" West 32.55 feet, South 78°58'20" West 49.02 feet, North 69°19'30" West 69.25 feet; North 4°39'20" East 42.09 feet, North 69°57'50" West 17.65 feet, South 48°25'40" West 75.00 feet, South 57°46' West 34.52 feet, North 82°25'40" West 23.76 feet, South 57°24'20" West 103.90 feet, South 24°16'10" West 62.73 feet, North 43°33'26" West 27.24 feet, North 81°55'10" West 45.92 feet, North 34°10'20" West 20.93 feet, South 80°37'40" West 23.70 feet, South 32°06'40" West 75.29 feet, North 77°12'20" West 87.90 feet, South 71°57' West 43.33 feet to the West line of the Northeast ¼ of the said Southeast 1/4; thence North 0°29'

East on said West line 784.84 feet to the North line of said ¼ Section; thence South 87°16' East on said North line 1278.20 feet to the point of commencement.

Excepting therefrom the following described lands: Being a part of the Northeast One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, more fully described as follows:

Commencing at the Northeast corner of the Northeast ¼ of said Section 1; thence South 89°03'52" West, along the North line of the Northeast ¼ of said Section 1, 637.11 feet to the point of beginning of the hereinafter described lands; thence South 00°29'35" East, 460.89 feet to a point; thence West 99.73 feet to a point; thence South 77°20'42" West, 130.06 feet to a point; thence South 88°34'00" West, 106.95 feet to a point; thence North 71°42'09" West, 89.43 feet to a point; thence North 83°17'49" West 85.14 feet to a point; thence North 83°17'49" West, 165.99 feet to a point; thence North 00°21'02" West, 413.69 feet to a point on the North line of the Northeast ¼ of said Section; thence North 89°03'52" East, along said North line of 665.01 feet to the point of beginning.
Excepting therefrom any portion used for roadway purposes.

Also excepting therefrom those lands platted as Woodleaf Reserve.

Tax Key No. PWC 0865-990 & PWC 0868-999
Address: N47 W22175 Weyer Road

PARCEL V:
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Outlot One (1) in WOODLEAF RESERVE, being a part of the Lot Two of Certified Survey Map No. 11063 and lands, being a part of the fractional Northeast One-quarter (1/4) of Section One (1), Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, Waukesha County, Wisconsin.

Part of Tax Key Nos. PWC 0865-999 & PWC 0865-999-001 (2013)
New Tax Key No. PWC 0865-999-003 (2014)
Address: N47 W22107 Weyer Road

Exhibit A Continued

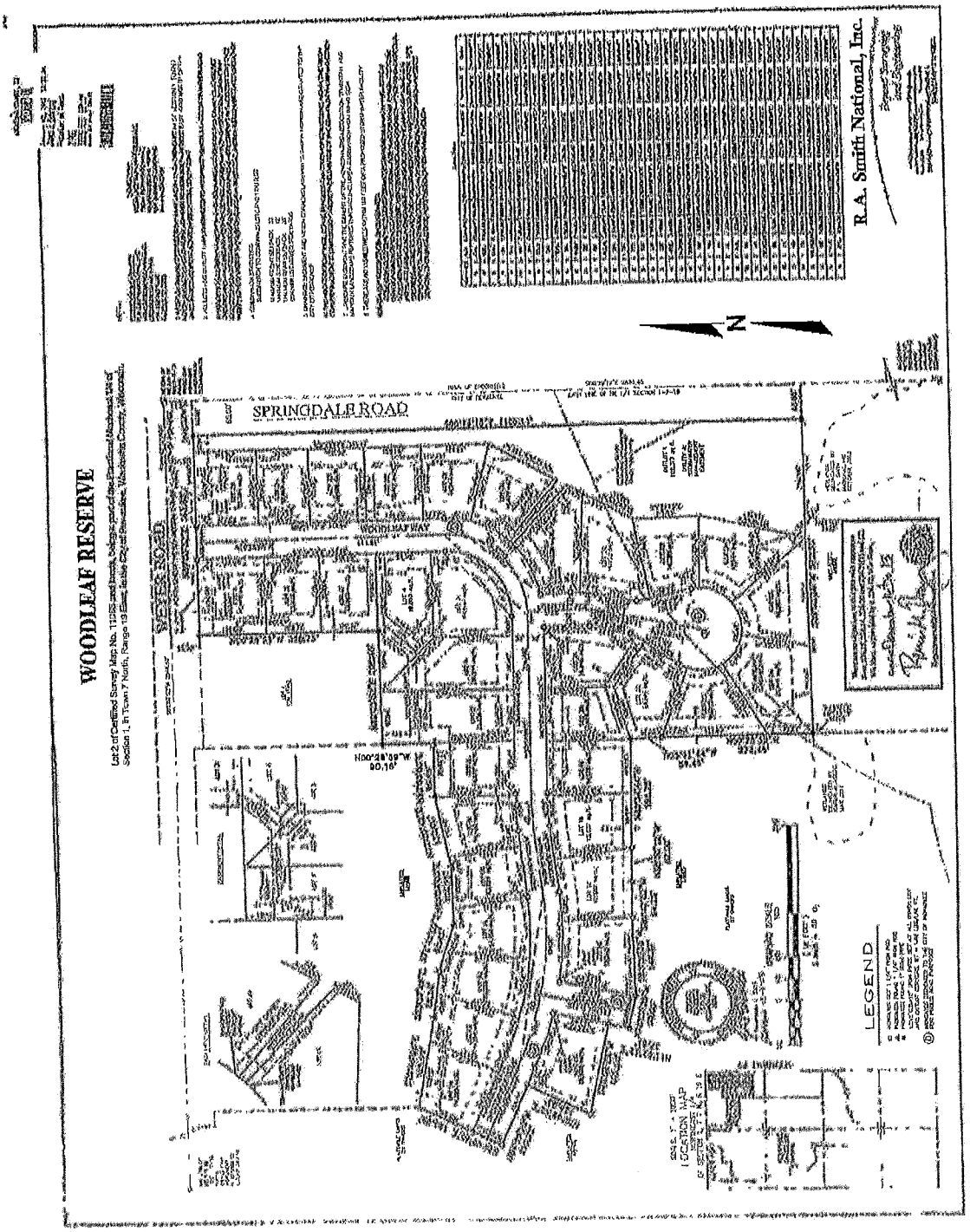


Exhibit A Continued

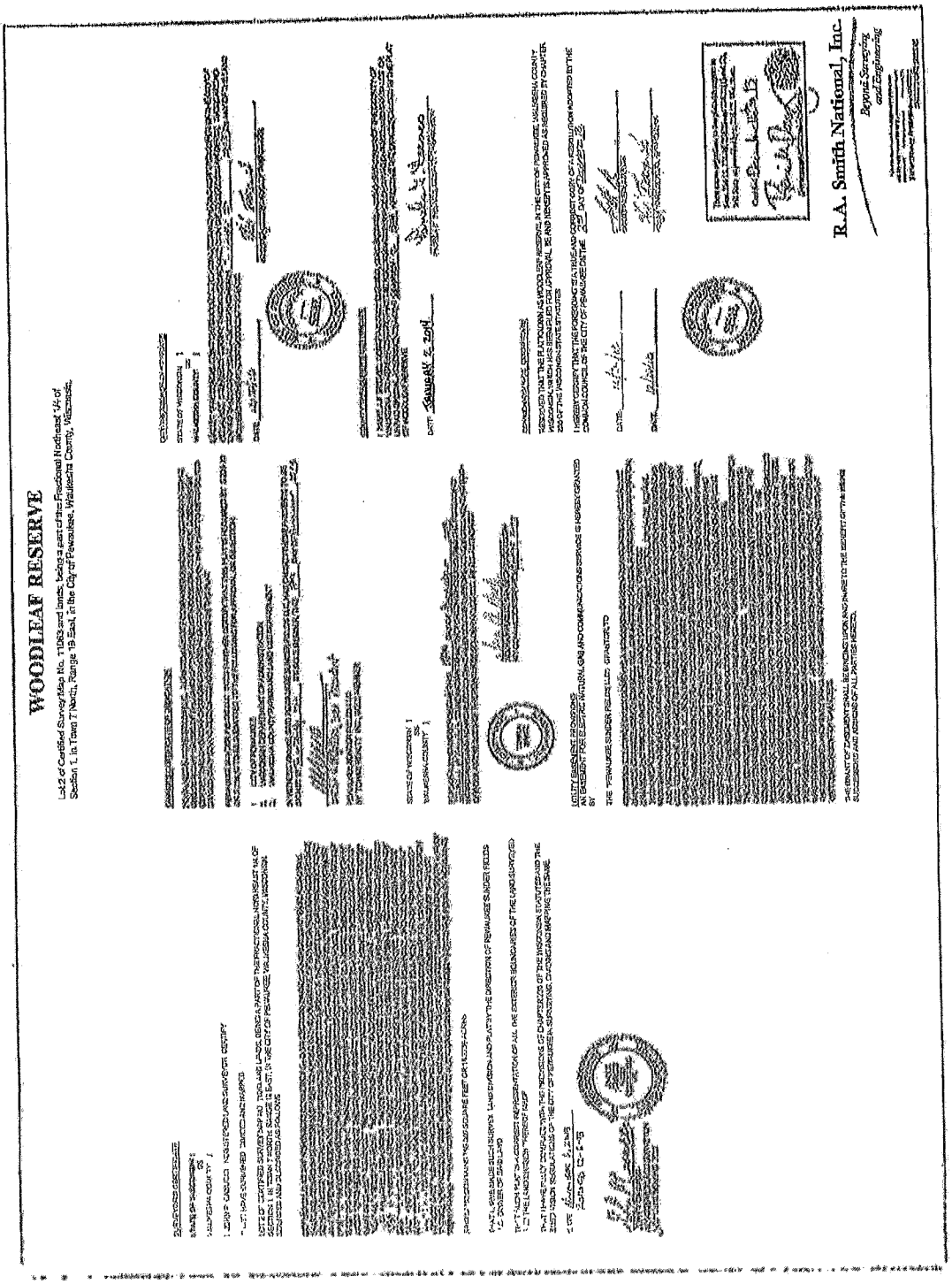


**Exhibit B - Location Map**
**Storm Water Management Practices Covered by this Agreement**

The storm water management practices covered by this Agreement are depicted in the reduced copy of the construction plans, as shown below. The practices include maintenance of the storm water pond and drainage easements located throughout the Property as shown on the final plat of Woodleaf Reserve.

All of the noted storm water management practices are located within Outlot 1 and the drainage easements as shown on the final plat, as noted in Exhibit A.

Subdivision Name: **Woodleaf Reserve**

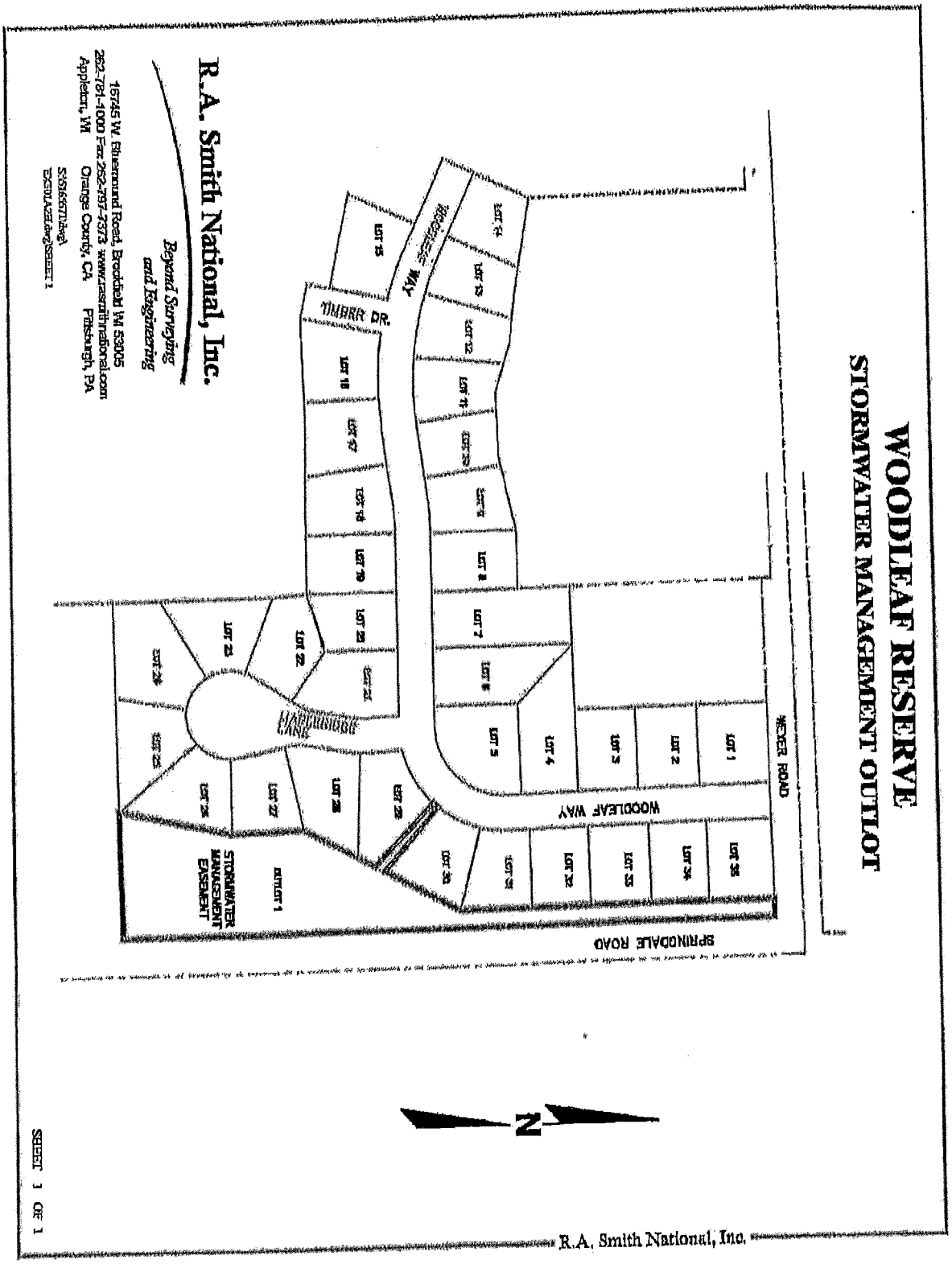
Storm water Practices: **Storm Water Pond: Storm water detention that serves the entire Phase 1 and drainage easements as shown on the Final Plat.**

Location of Practices: **Outlot 1 and the respective drainage easements as shown on the final plat of the Property.**

Owners: Pewaukee Sunder Fields LLC and/or collectively the individual lots owners as the individual lots are conveyed. The HOA is responsible for management and maintenance of the Outlot and storm water management facilities and practices that have not been conveyed by dedication to the City.

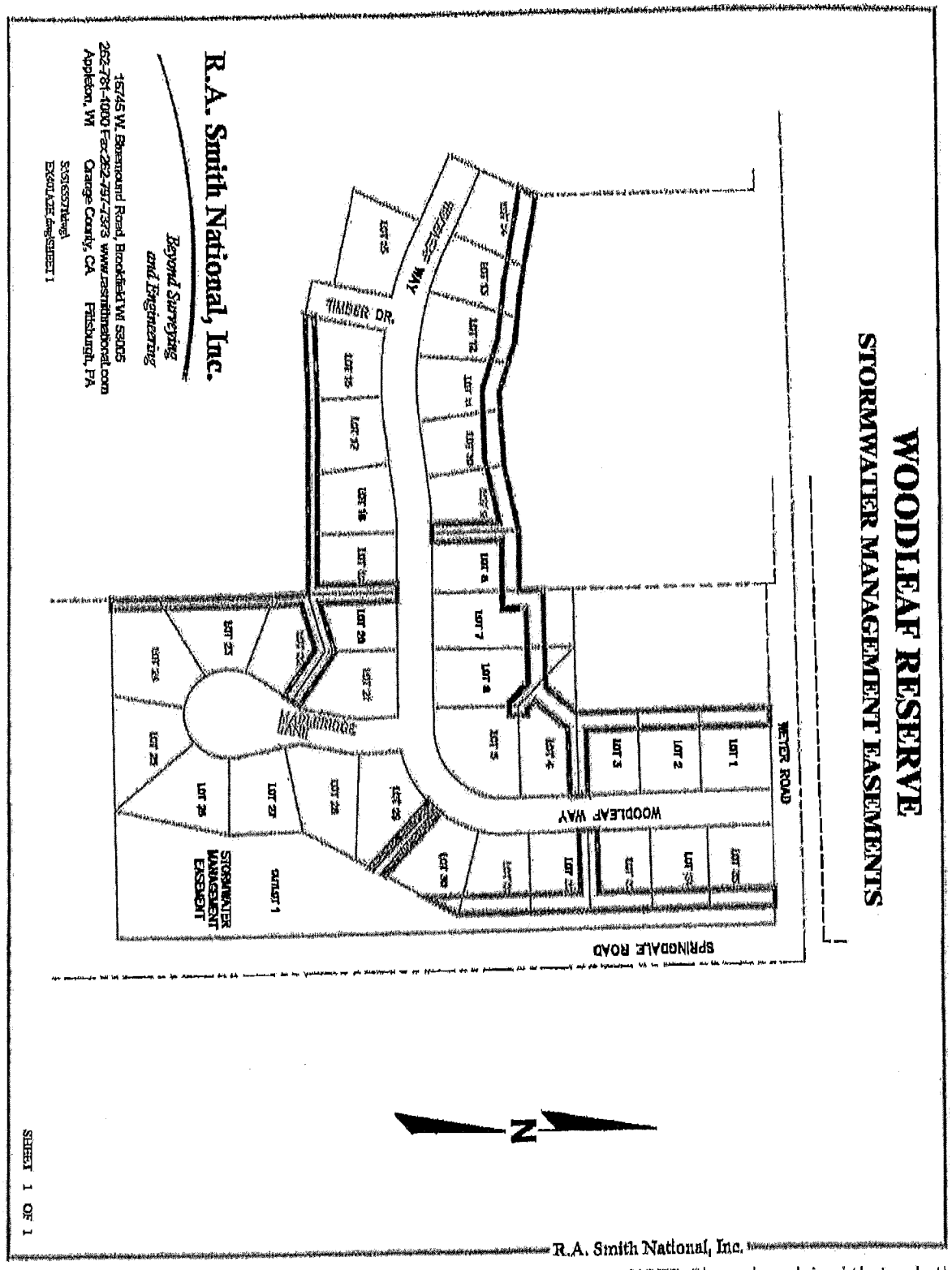
Maps: Attached are maps outlining the storm water areas to be maintained by this agreement.

EXHIBIT B CONTINUED




NOTE: Please be advised that only the spatial relationships of the illustrations on the map and drawing are being presented for reference, identification and information.

EXHIBIT B CONTINUED




NOTE: Please be advised that only the spatial relationships of the illustrations on the map and drawing are being presented for reference, identification and information.

## Exhibit C
## Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water facilities and practices listed in Exhibit B and prescribes the maintenance requirements beyond the minimum requirements in Exhibit D to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these facilities and 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 storm water facilities and practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Responsible Party to enforcement of the provisions of this Agreement by the City of Pewaukee.

**Storm Water Pond and Drainage Easements:** Maintenance of the storm water pond shall require regular inspection and any necessary cleaning of the pond which may include, but not limited to, debris and vegetation removal from the pond, inlet and outlet structures, and maintenance of the rip rap along the pond embankment. Additional inspections and maintenance will be completed as conditions warrant. The intent of these practices is to ensure that the storm water pond, its inlet and its outlet remain clear of debris and any vegetation that might impede the intended and designed storage of the pond as constructed. Also, inspections and necessary repairs will be conducted of the pond embankments and slopes to ensure they remain stable and are not experiencing any degradation due to slope failure and erosion.

Drainage easements are to be regularly inspected to ensure no impediments or blockages are found to limit the flow of surface water within and along the intended drainage easement and ultimately to the inlet structures to the storm water conveyance piping system that has been dedicated to the City along with the other improvements of the Property.

Map: Attached is the record drawing of the pond located in Outlot 1 of Woodleaf Reserve.

EXHIBIT D CONTINUED

# RECORD POND DRAWING

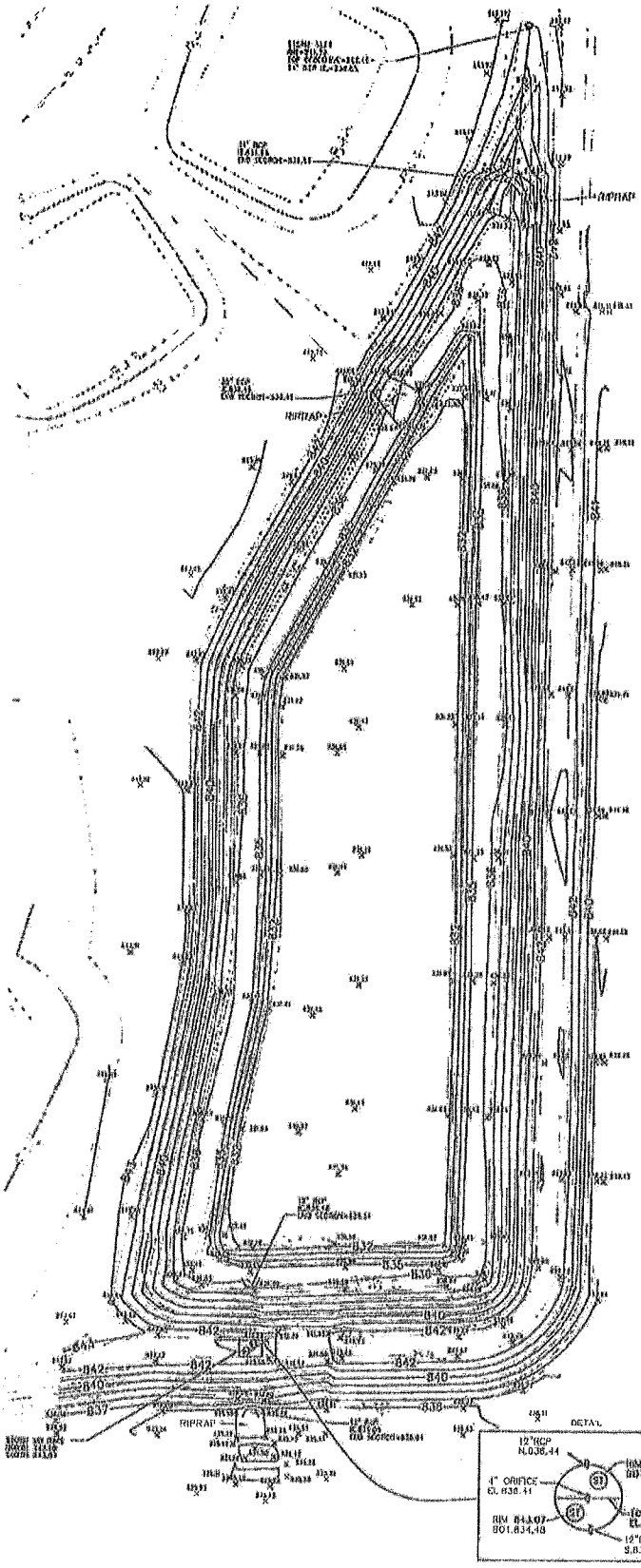
## WOODLEAF RESERVE

## POND LOCATED ON OUTLOT 1

Situated on Weyer Road, in the City of Pewaukee, Waukesha County, Wisconsin.

Part of the Northeast 1/4 and the Southeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

October 29, 2013 Towne Realty, Inc. Survey No.161226-PKS




NOTE: Please be advised that only the spatial relationships of the illustrations on the map and drawing are being presented for reference, identification and information.

NOTE: –SCREENED CONTOURS ARE PROPOSED
–SPOT ELEVATIONS AND BOLD CONTOURS ARE CURRENT

N

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

R.A. Smith National, Inc.

*Beyond Surveying and Engineering*

S:\5161226\DWG\GA301C30-2.dwg\POND-OUTLOT 1

SHEET 1 OF 1

R.A. Smith National, Inc.

**Exhibit D**
**Minimum Operation and Maintenance Requirements**

**WET DETENTION POND**
**OPERATION AND MAINTENANCE**

I. ROUTINE MAINTENANCE

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least twice a year to prevent woody growth and control noxious weeds.

2. Adjacent to the residential areas, more frequent mowing, typically once a week or every other week during a normal growing season, is recommended but not required for aesthetic and allergy control purposes.

3. Grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons will not be required.

B. Inspections

1. Inspections of the ponds shall be completed on an annually basis or after significant rainfall events.

2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.

3. Inspection priorities shall be as follows:

a. Inspect the embankments and/or side slopes for subsidence, erosion, cracking and tree growth.

b. Inspect the condition of the emergency spillway and overland flow path.

c. Inspect the pond for accumulation of sediment.

d. Inspect the outlet control structure for clogs, debris and material failures.

e. Inspect upstream and downstream channels from an erosion perspective.

f. Inspect any modifications that may have been done to the ponds following their initial construction.

4. As-built plans shall accompany the person responsible for the pond inspections.

5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:

a. Inspectors name, affiliation and professional credentials if applicable.

b. Date, time and weather conditions.

c. Approximate rainfall total over a 24 hour period if applicable.

d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.

e. Sediment depth at the outlet control structure and at a minimum one other location.

f. Identification of potential structural failures and repair needs

g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.

h. Repair recommendations if any determined necessary.

C. Debris and Litter Removal.

1. Debris and litter removal from the pond surface shall be completed at least once a month.

2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.

D. Erosion Control.

1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.

2. Corrective measures shall include re-grading, filling and re-vegetation of the eroded or slumping areas.

3. Rip rap at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.

E. Nuisance Control.

1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local DNR officials is recommended prior to the introduction of any biological control.

2. Maintaining the native grass perimeter will aide in the control of geese.

3. Mechanical controls should be used when feasible.

II. NON-ROUTINE MAINTENANCE

A. Structural Repairs and Replacement.

1. The outlets of the pond have been constructed utilizing concrete pipe. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet as necessary.

2. Excessive or chronic drawdown of the ponds may cause leaks or seepage through the embankments. Excessive drawdown should be avoided and thus corrective measures for leakage and seepage can be avoided.

B. Sediment Removal.

1. A sediment clean out cycle of 10 to 15 years is recommended but not required. Sediment removal may be necessary but not required prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Inspections completed every third year of the annual inspections schedule shall be made to insure that the design depth of the permanent water pool is maintained to allow for the continued designed functionality as intended.

2. Sediment removed from the ponds shall be hauled to an upland area, spread and stabilized with vegetative material or disposed of in accordance with Chapter NR 528 of the Wisconsin Administrative Code.

3. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.

4. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Every third year of annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

III. RESPONSIBLE PARTY & FINANCIAL FUNDING

A. The responsible party for the operation, inspection and maintenance of the wet ponds shall be the Owner and/or the HOA as per this Agreement.

B. It is recommended that the HOA establish a perpetual maintenance fund to insure that the ponds are properly inspected, maintained and repaired as deemed necessary.

IV. ADDITIONAL CONSIDERATIONS TO IMPROVE POND WATER QUALITY AND REDUCE MAINTENANCE COSTS.

A. General.

1. Improper disposal of yard wastes will affect the water quality of the wet ponds of the storm water management facilities and may cause clogging of the outlet structure.

2. Improper fertilizer and pesticide application will affect the water quality of the wet ponds of the storm water management facilities and add to algae growth.

3. Excess lawn watering will affect the water quality of the ponds of the storm water management facilities due to increased water runoff that may contain fertilizers and pesticides.

B. Yard Care

1. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.

2. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.

C. Leaves and Yard Trimmings.

1. It is recommended that leaves and yard trimmings be properly disposed of.

2. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.

D. Lawn and Garden Fertilizers.

1. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the ponds of the storm water management facilities. Recall the City of Pewaukee has a phosphorus ban on all lawns unless it is utilized for starting a new lawn or a soils test shows a deficiency.

2. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.

E. Lawn and Garden Pesticides.

1. Lawn and garden pesticides may pollute surface and ground water.

2. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.

F. Lawn Watering.

1. Excess lawn watering will wash pollutants into the wet ponds of the storm water management facilities. Recall the City of Pewaukee has lawn water regulations that must be followed if you opt to water your lawn.

2. Refer to the U.W. Extension's "Lawn Watering" for further information.

G. Lawn Weed Control.

1. Proper turf management will lower the amount of the chemicals that may runoff into the wet ponds of the storm water management facilities during rain events.

2. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

**GRASSED SWALES**
**(Located within Drainage Easements or Outlots)**
**OPERATION AND MAINTENANCE**

I. INSPECTION

A. Inspection should occur annually and after major rainfall events.

B. Inspect for sediment deposition, erosion and litter.

C. Nuisance conditions such as woody plant growth and mosquito breeding areas should also be identified and corrected. If located within a drainage easement on one of the individual lots, the lot owner should be contacted and participate in any corrective actions.

II. MAINTENANCE

A. Mow only to maintain the vegetation at a height greater than the design flow depth. If located within a drainage easement on one of the individual lots, the lot owner should maintain in a similar fashion as the remainder of their respective lot.

B. Maintain the vegetated liner in a vigorous condition (if applicable).

C. Depending on the vegetative material, mowing may be infrequent or unnecessary. If located within the drainage easement on one of the individual lots and planted with typical grass types for private lawns, the lot owner should maintain in a similar fashion as the remainder of their respective lot.

D. Remove woody plants that may invade the swale or alter the intended drainage pattern and flow.

E. If the swale is damaged by road salts, remove the damaged area and replant with salt tolerant grasses.

F. Discourage deposition of leaf litter and grass clippings by informing, typically by signage, local residents of the swales purpose.