Declaration of Protective Covenants, Conditions, Easements and Restrictions for Aster Hills Estates
Muskego, Wisconsin

Document Number | Document Title

4186061

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 08, 2016 02:08 PM
James R Behrend
Register of Deeds

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

Book Page -

Recording Area

Name and Return Address

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

MSKC 2253 998 003 and MSKC 2253 998 004

Parcel Identification Number (PIN)

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Document Drafted by:
Sandra J. DeLisle, Esq.
Zilber Ltd.
710 North Plankinton Avenue
Milwaukee, WI 53203

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ASTER HILLS ESTATES MUSKEGO, WISCONSIN

THIS DECLARATION is hereby made this 7th day of January, 2016 by HBT of Aster Hills Estates 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 Aster Hills Estates subdivision in one phase.

WHEREAS, Declarant reserves the right from time to time to amend this Declaration if at any time the Declarant is in control and management of the homeowners association.

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 "Aster Hills Estates") 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 Aster Hills Estates, 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 Aster Hills Estates 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 drainage ways; and in general to provide adequately for a type and quality of improvements to benefit all present and future Lot Owners (defined below) in Aster Hills Estates.

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 Aster Hills Estates. 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 Aster Hills Estates. The Architectural Control Committee ("ACC") shall have sole discretion, using this Declaration as a guide, as to overall home design, landscape elements, compatibility of homes and landscape elements with the Aster Hills Estates aesthetic and all other items under the approval authority of the ACC.

ARTICLE III
GENERAL RESTRICTIONS AND DESIGN STANDARDS

SECTION 1. LAND USE AND BUILDING TYPE. Aster Hills Estates 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 ACC restrictions imposed by this Declaration and the zoning ordinances and building codes of the City of Muskego, Wisconsin.

SECTION 2. PHASING. Declarant is developing Aster Hills Estates in one phase.

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, unless the Owner and/or Declarant present deviations or alternatives to these guidelines for consideration by the ACC and such deviations or alternatives receive approval in writing from the ACC. Such approved deviations or alternatives may require permit and approval from the City of Muskego.

RESIDENCE LOCATION/SETBACKS AND OPEN SPACE.

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 fifteen (15) feet.

c. The minimum rear setback for a Residence shall be twenty-five (25) feet from the rear lot line.

d. The minimum setback from Durham Drive, North Cape Road and Priegel Drive is forty (40) feet.

e. The minimum setback for a Residence from a designated wetland shall be fifteen (15) feet or as otherwise noted on the final plat.

f. Zoning requires each lot to have a minimum of 15,000 square feet of open space, as defined by the City of Muskego.

The above requirements are also noted on the final plat of Aster Hills Estates and within the City of Muskego Zoning Code under PD-49 Aster Hills Estates.

DWELLING SIZE. The following minimum sizes for a Residence in Aster Hills Estates 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, exposed basement area, garage, open and screened in porches, patios and decks of a Residence shall not be included in the square footage. All Residences in Aster Hills Estates shall have the following minimum living areas:

a. A single-story Residence shall have a minimum of 1,900 square feet of living area.

b. A story and one-half Residence shall have a minimum of 2,100 square feet of living area, with a minimum of 1,000 square feet of living area on the first floor of the Residence.

c. A two-story Residence shall have a minimum of 2,100 square feet of living area on the first and second floors combined with a minimum of 1,000 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 2,100 square feet of living area on the first and second floors combined with a minimum of 1,000 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 (8) feet in height for each twelve (12) feet 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 thirty (30) year minimum warranty rating.

c. Solar panels on roof shall only be considered if included in the construction drawings and approved by the ACC.

d. Metal roofing shall only be allowed for architectural accent purposes only. Metal roofing may not be the majority of the roofing material of the home.

SIDING.

a. Siding materials shall consist of brick veneer, stone, wood or other natural materials. Cement composite sidings, simulated stone and wood composite materials, such as L.P. Smart Siding, are acceptable provided they are of high quality, provide "natural" texturing and coloration, and are approved by the ACC. If installed siding materials are installed with butting ends, the ends may be left with a gap per the manufacturer's specifications or caulked under the manufacturer's recommendations. Aluminum, vinyl, and steel siding will not be permitted. Any exposed basement or foundation wall must be covered with masonry veneer, stucco or siding material used on the remainder of the house. Masonry shall terminate at an inside corner. If masonry is carried to an outside corner of the front or street elevation of the home or garage, the masonry must be carried around the corner a minimum length of twenty-four (24) inches or a distance appropriate for the home's design, appropriately finished, at the same height.

SOFFITS.

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

FASCIA.

a. Fascia materials may be of cement composite panels, wood composite, plywood or wood. Cement or wood composite materials must be 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, wood composite or wood. Cement or wood composite materials must be 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 trim 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. When shutters are used on the front of the home, the ACC may require, considered on a case by case basis, that they must also be used on appropriate windows on the sides and rear. Shutters may be wood or vinyl and should be of a size, design and proportion to compliment the window characteristics.

c. Trim at least four (4) inches nominal in width must be used on all windows 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 must extend down to the top of the foundation level and 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 two (2) feet or as required by local building codes, or the fireplace unit manufacturer's requirements. 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. It is recommended that a minimum of two (2) colors and a maximum of three (3) colors be used on the exterior walls and trim; and one (1) 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.

c. The ACC shall have the final discretion as to the compatibility of the exterior colors within Aster Hills Estates.

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. It is preferred and whenever possible and practical, "pop up" attic vents are to be out of view from the street.

c. Ridge venting is allowed.

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, adjacent lands 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 improvements 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 Aster Hills Estates 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 Aster Hills Estates 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 not approve exterior design, garage orientation, 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 Aster Hills Estates.

Prior to application for a building permit, each Lot Owner shall submit the following documents to the Aster Hills Estates 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;

e. The address for mailing the written determination of the ACC; and

f. The calculation of the total surface area covered by the proposed Lot improvements including but not limited to the area of the "footprint" of the home, garage, stoop, deck, patio, walks, sheds, pool, etc. The calculation is to provide proof of maintaining the minimum 15,000 square feet of open space on the Lot as referenced in Article III, Section 3 (f).

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. All garage entrances shall be either side-yard or courtyard oriented. Front orientation may be considered by the ACC on a case by case basis, based on the home's orientation on the Lot and/or based upon the topography of the Lot.

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 Aster Hills Estates will be granted from Priegel Drive, Durham Drive or North Cape 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 Master Grading Plan (defined as the approved Overall Finish Grading Plan completed by RA Smith National and on file at the City of Muskego Engineering Department), as may be amended by the Declarant and/or the City of Muskego, and with the storm water management plan for Aster Hills Estates as approved by the City of Muskego. 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 Master Grading Plan.

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

Any excess soil resulting from excavations, grading or landscaping shall not be disposed of within Aster Hills Estates 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 Master 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 (street trees planted by Declarant are not included in this count), with a minimum trunk diameter of 1.5 inches at a point six (6) feet above the root system. The street trees planted by the Declarant within the road right-of-way or within the street tree easement, as referenced on the final plat of Aster Hills Estates, will be the maintenance and replacement responsibility of the Lot Owner following such planting.

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. Perimeter fencing of a portion of an Owner's Lot and/or security fencing around in-ground pools is permitted. Such fencing shall be four (4) feet high from grade, black aluminum, wrought iron or similar type fencing approved by the ACC and as permitted by the City of Muskego, if necessary. No temporary fencing is allowed except silt fencing necessary during the construction of homes within Aster Hills Estates. No other fencing type or other fencing material shall

be allowed. The fencing, installed by the Declarant as a requirement of the City of Muskego, located near or at the boundaries of the delineated wetlands is to be maintained, repaired and replaced when necessary by the Aster Hills Homeowner's Association ("Association"). The type and material of said fencing was required by the City of Muskego and this type and material of fencing is only for this designated use within Aster Hills Estates.

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 Muskego 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 or street tree easement if present, shall be located on the side of the driveway in which the home is located and said location will be deemed appropriate at the ACC's discretion. The Declarant recommends that Diggers Hotline be contacted before installation of lamppost and mailbox. 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 Master Grading Plans for Aster Hills Estates 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 or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within Aster Hills Estates the landscape features within the Outlots or landscape easements at their respective locations, and are granted reasonable access for the purpose of maintenance of the same.

SECTION 12. ACCESSORY BUILDING. Each Lot shall be permitted to contain 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 Muskego codes and shall require written approval by the ACC and the City of Muskego prior to construction.

If any accessory building or structure is constructed without the written consent and approval of both the ACC and the City of Muskego, the Association may take any action deemed necessary to halt construction of such structure or cause the demolition of such structure at its sole discretion and at the Lot Owner's cost.

SECTION 13. GENERAL PROHIBITIONS. The following shall constitute general prohibitions on Lots in Aster Hills Estates and the ACC shall have the sole authority to approve, waive or deny approval of the general prohibitions:

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 Aster Hills Estates Homeowners Association Board. The outside storage or parking of commercial or recreational vehicles is expressly prohibited.

b. **Satellite Dishes.** Satellite dish antennas shall be mounted on the home or pedestal mounted and shall not have a diameter in excess of 39.37 inches (1 meter) or the size allowable by the Federal Communication Commission (FCC) for residential satellite dish size. No antenna or permitted satellite dish antenna shall be visible from any roadway, unless no other practicable location can be found, in which case the ACC may require screening of the antenna/dish.

c. **Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials of any character whatsoever (other than during the construction of a Residence or other permitted improvement), 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 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, and/or accessory 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 Muskego ordinances covering such pets. Farm animals, including poultry (including chickens and roosters), 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 Aster Hills Estates) which exceeds thirty (30) inches 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 Aster Hills Estates. Restrictions are noted on the final plat of Aster Hills Estates.

h. **Pool.** Above-ground pools and/or temporary pools with water depths that can exceed eighteen (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 Muskego 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 Muskego. 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 Declarant or the Association Board. Such structures may not be located in the front or side yards and are not to be visible from public roadways and must receive approval from the ACC and if necessary from the City of Muskego.

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 Association Board and Lot

Owners have a 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.

m. **Solar Panels.** Solar panels may only be located on the roof of the home and shall not be visible from the roadway, unless no other practicable location can be found and prior approval is granted by the ACC

SECTION 14. LOT-SPECIFIC PROHIBITIONS. The following constitute specific restrictions on individual Lots in Aster Hills Estates, and nothing contained in this Section 14 shall in any manner invalidate the effect of the general restrictions contained in this Declaration or noted on the final plat of Aster Hills Estates.

a. **Lots requiring Specific Residence Design.** Lots 3, 4, 5, 6, 8, 9, 22, 23, 24, 25, 26, 30 31, 32, 33, 34, 35, 37, 38, 50 and 53 require a partially exposed rear and/or side yard residence design.

Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 27, 28, 29, 51 and 52 require a fully exposed rear and/or side yard residence design.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46 and 48 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/or wetlands may be necessary. Specific to Lot 31, the Declarant had received a wetland fill permit from the Wisconsin Department of Natural Resources (WDNR) for a wetland that was present in the rear yard and side yard of Lot 31. The wetland area was not within the building pad area as shown and designated on the Master Grading Plans of the Aster Hills Estates. Therefore, there are no wetland restrictions on Lot 31.

Lots 33, 34, 49, 50, 51, 52, and Outlot 6 contain planting easements and/or recreational trail easements, as shown of the final plat, for the benefit of the Association or the City of Muskego. Outlot 4 contains an entrance monument sign to identify the entry to Aster Hills Estates. The Association shall be responsible for any plantings or sign improvements within said easements and or any Outlot areas managed by the Association. The recreational trail was installed by the Declarant as part of the improvements of Aster Hills

Estates. The maintenance, repair and future replacement of the recreational trail and the adjacent fencing is the responsibility of the City of Muskego.

Lots 30, 31, 41, and 42 contain a sanitary sewer easement as required by the City of Muskego for the benefit of the adjacent and nearby private homes.

Lot 49 previously had a duplex located on the lot and that duplex was removed by the Declarant with the City of Muskego's permission. Lot 50 previously had a barn structure on the lot and that barn structure was removed by the Declarant with the City of Muskego's permission. The residential well and onsite septic system were properly abandoned at the time of demolition of the duplex and barn structure.

On the Master Grading Plans for Aster Hills Estates, completed by RA Smith National, a copy of which is available at the City of Muskego Engineering offices, the approximate ground water elevation has been indicated. This elevation is shown because the City of Muskego requires a two (2) foot basement floor separation from the ground water elevation. Based on those requirements, all Lots, except Lot 21, should allow for construction of up to a nine (9) foot basement. Based on the elevation shown and the Master Grading Plan for Lot 21, Lot 21 is intended to have a maximum eight (8) foot high basement. Architectural design, the pursuit and acceptance of a variance from the City of Muskego or other factors, might allow for Lot 21 to have a basement design of greater than eight (8) feet, with the separation from the ground water being either maintained or otherwise specifically modified and approved by the City of Muskego. Pursuant to the sanitary sewer plans completed by RA Smith National, Lot 21 may require a force main sanitary system (i.e. grinder pump) for the connection to the City's main sanitary sewer line.

b. **Wetlands.** All 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 Muskego 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 Muskego Municipal Code. Fencing was installed by the Declarant around a portion of the delineated wetland areas and is intended to indicate the edge of the wetland and protected area. The Association has the responsibility for the maintenance, repair and replacement of

this fencing. Lots 6, 8, 9, 10, 11, 12, 16, 17, 18, 19, 22, 23, 26, and 27 have wetland fencing easements as noted on the final plat of Aster Hills Estates and shown on sheet 8 of 9 of the final plat.

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 prior approval by the City of Muskego and in compliance with the City of Muskego zoning ordinances, the Wisconsin Department of Natural Resources and other jurisdictional government agencies.

c. **Utility and Public Drainage Easement.** Easement and setback sheet pages have been attached to the Final Plat of Aster Hills Estates and is 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 Aster Hills Estates to accommodate utility, drainage or other purposes. The lands located within the Outlot along with 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 Aster Hills Estates. 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. **City Park and Conservation Land (Outlot 2 of Final Plat).** The City of Muskego has indicated that the Outlot 2 of the final plat, which has been dedicated to the City of Muskego by the Declarant, may be utilized for park and land conservation purposes and other lands in the area may be added under the City plan as of the date of this Declaration. However, the City has the right to develop, or not develop, that portion of these lands dedicated in the City's sole discretion.

e. **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 Aster Hills Estates unless authorized in writing by the City of Muskego 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 Lot 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 regarding contractor cleanup, damage to street, curbs, and/or gutters, installation of the required mailbox, lamp and lamp post, landscape, additional trees and driveway construction and to act as 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 by their contractors, or fails to install the requisite mailbox, lamp and lamp post, landscape, additional trees and driveway construction 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 of the home, installation of the mailbox, lamppost, landscape, additional trees and driveway construction and first occupancy of the Residence, within thirty (30) days of Lot 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 Aster Hills Estates. 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 Aster Hills Estates 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 (3) new members of the ACC. Each Lot in Aster Hills Estates shall have one (1) 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.

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
ASTER HILLS ESTATES HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES. The Association is hereby created and shall be an incorporated association of the Lot Owners in Aster Hills Estates for the purposes of:

a. Maintaining and promoting the desired character of Aster Hills Estates.

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 Aster Hills Estates Storm Water Management Practices Maintenance Agreement recorded at Waukesha County Register of Deeds Office on August 25, 2015 with a recorded document number of 4162422 (attached hereto as Exhibit C) and which may be amended from time to time by the Declarant with approval from the City of Muskego 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 Aster Hills Estates.

SECTION 2. INITIAL COMMITTEE/TERM. The Association shall be governed by a three (3) 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 (3) months of the date that 95% of the Lots have been sold and closed, the members of the Committee appointed by Declarant shall be replaced with three (3) Lot Owners elected by the majority vote of the other Lot Owners.

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 Aster Hills Estates.

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 Aster Hills Estates shall be a member of the Association. Each such member shall be entitled to one (1) 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 (1) and the denominator of which shall be fifty-three (53). 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 Aster Hills Estates; 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 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 thirty (30) days after the mailing or personal delivery of the notice.

e. Assessments not paid when due shall bear interest at the rate of 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 and the foreclosure action, 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 at least 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 60% of all Lots, is consented to by the City of Muskego 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 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. 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 Aster Hills Estates. 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 HBT of Aster Hills Estates LLC at 710 North Plankinton Avenue, Suite 1000, 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 Muskego 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 7th day of January, 2016.

HBT of Aster Hills Estates LLC
By: **TOWNE REALTY, INC., MANAGER**

By: William A. Wigchers, Vice President

State of Wisconsin

County of Milwaukee

Personally came before me this 7th day of January, 2016, 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

NOTARY PUBLIC
TERRI A. BRATZ
STATE OF WISCONSIN

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

MUSKEGOASTERHILLSDECLARATIONS1-7-16.DOC

EXHIBIT A

The predevelopment tax key numbers for the lands for Aster Hills Estates are as follows: MSKC 2253 998 003 and PART OF MSKC 2253 998 004.

TAX KEY NUMBERS FOR EACH OF THE 53 SINGLE FAMILY LOTS AND OUTLOTS SHALL BE INCLUDED AT THE TIME THEY HAVE BEEN ASSIGNED BY WAUKESHA COUNTY AND THE CITY OF MUSKEGO

Aster Hills Estates Subdivision, Muskego

Lot Number	Tax Key Number	Lot Number	Tax Key Number

EXHIBIT A
TAX KEY NUMBERS CONTINUED

Outlots

Outlot Number	Tax Key Number

EXHIBIT B
LEGAL DESCRIPTION (EXCLUDING OUTLOT 2 (DEDICATED PARK LAND AND CONSERVATION LAND)) AND FINAL PLAT

ASTER HILLS ESTATES SUBIDIVISION

Parcel 1 of Certified Survey Map 6039 and part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 24, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; Thence North 87°32'27" East along the North line of said 1/4 Section 897.92 feet to a point; thence South 02°27'33 East 30.00 feet to the South line of Priegel Drive and the point of beginning of the lands to be described; thence North 87°32'27" East along said South line 336.19 feet to a point; thence South 39°57'33" East along said South line 126.08 feet to a point; thence Southeast 76.59 feet on said South line and the arc of a curve whose center lies to the Northeast, whose radius is 1004.93 feet and whose chord bears South 58°49'10" East 76.57 feet to a point; thence South 39°57'33" East 178.07 feet to a point; thence South 09°33'35" West 65.08 feet to a point; thence South 39°57'33" East 276.22 feet to the West line of North Cape Road; thence South 09°32'33" West along said West line 475.18 feet to a point on the North line of Certified Survey Map No. 866; thence North 82°18'14" West along said North line 290.51 feet to a point; thence South 07°41'46" West along said West line of said Certified Survey Map and the West line of Certified Survey Map No. 196 a distance of 370.04 feet to a point; thence South 82°18'14" East along the South line of Certified Survey Map No. 196 a distance of 278.58 feet to a point on the aforesaid West line of North Cape Road; thence South 09°32'33" West along said West line 308.74 feet to a point of curve; thence Southwesterly 268.84 feet along said West line and the arc of a curve, center lying to the East, whose radius is 1687.02 feet, with a chord which bears South 04°59'17" West 268.56 feet to a point; thence South 87°32'08" West along the North line of Boxhorn Reserve Subdivision 869.93 feet to a point; thence North 77°18'59" West 142.92 feet to a point;

thence North 45°53'27" West 149.11 feet to a point; thence North 24°15'14" West 294.70 feet to a point; thence North 78°58'20" East 110.45 feet to a point; thence North 66°59'53" East 137.58 feet to a point; thence South 86°52'47" East 59.96 feet to a point; thence South 51°33'20" East 55.33 feet to a point; thence South 14°43'50" West 53.39 feet to a point;

thence South 68°26'59" East 47.31 feet to a point; thence North 14°37'52" East 68.43 feet to a point; thence North 78°22'38" East 60.03 feet to a point; thence South 66°19'49" East 108.99 feet to a point; thence South 72°32'35" East 135.58 feet to a point; thence South 33°26'27" East 102.56 feet to a point; thence Northeast 39.27 feet on the arc of a curve whose center lies to the Northwest, whose radius is 25.00 feet and whose chord bears North 11°33'33" East 35.36 feet to a point; thence North 33°26'27" West 19.94 feet to a point; thence Northwest 71.98 feet on the arc of a curve whose center lies to the Northeast, whose radius is 330.00 feet and whose chord bears North 27°11'31" West 71.84 feet to a point; thence North 20°56'36" West 296.53 feet to a point; thence Northwest 29.62 feet on the arc of a curve whose center lies to the Northeast, whose radius is 330.00 feet and whose chord bears North 18°22'18" West 29.61 feet to a point;

thence South 74°12'00" West 110.95 feet to a point; thence South 52°56'35" West 86.32 feet

to a point; thence South 69°45'25" West 86.44 feet to a point; thence South 59°35'37" West 175.09 feet to a point; thence South 79°39'36" West 134.82 feet to a point; thence South 88°34'46" West 181.26 feet to a point; thence North 01°25'14" West 630.02 feet to a point; thence North 88°34'46" East 348.80 feet to a point; thence South 55°00'54" East 251.01 feet to a point;
thence North 24°29'49" East 87.25 feet to a point; thence North 14°18'51" East 151.49 feet to a point; thence North 18°11'28" West 47.38 feet to a point; thence North 05°15'06" West 67.70 feet to a point; thence North 04°15'13" East 98.55 feet to a point; thence North 01°57'44" West 114.59 feet to a point; thence North 06°49'57" West 38.41 feet to a point; thence North 77°41'43" East 155.97 feet to a point; thence Northerly 208.66 feet on the arc of a curve whose center lies to the East, whose radius is 280.00 feet and whose chord bears North 09°02'38" East 203.86 feet to a point; thence North 30°23'34" East 132.42 feet to a point; thence Northerly 48.01 feet on the arc of a curve whose center lies to the West, whose radius is 120.00 feet and whose chord bears North 18°55'52" East 47.69 feet to a point; thence Northwest 43.60 feet on the arc of a curve whose center lies to the Southwest, whose radius is 25.00 feet and whose chord bears North 42°29'42" West 38.28 feet to the point of beginning.

containing 1,935,316 square feet or 44.4287 acres.

ASTER HILLS ESTATES

Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

SURVEYOR & ENGINEER
R.A. SMITH NATIONAL, INC
16745 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
PH. 262-781-1000
FAX 262-797-7373

DEVELOPER
NBT OF ASTOR HILLS ESTATES LLC
710 NORTH PLANKINTON AVE.
MILWAUKEE, WI. 53203
MR. JIM DOERING
PH. 414-274-2488

All dimensions measured and shown to the nearest hundredth of a foot. Bearings are reference to the West line of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, Wisconsin State Plane Coordinate System, South zone, (NAD 27), which bears North 01°25'14" West. Elevations refer to the National Geodetic Vertical Datum of 1929 (NGVD'29)

RESTRICTION
Per Section chapter 17, Section 5.02 F and G of the City of Muskego Zoning Ordinance, in the vision setback area no structure of any kind shall be permitted which exceeds a height of 30 inches above the elevation of the center of the intersection, except for necessary highway and traffic signs, public utility lines, and open fences through which there is clear vision, nor shall any plant material or natural growth be permitted which obscures safe vision of the approaches to the intersection.

BASEMENT NOTE
Although all lots in the subdivision have been reviewed and approved for development with single family residential use in accordance with section 236, Wisconsin Statutes, some lots may contain soil conditions which, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction, if such construction exist and if basement construction is proposed. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

OUTLOT OWNERSHIP:
Owners of lots within this plat shall have an undivided fractional ownership of Outlots 1, 3, 4, 5 & 6. The City of Muskego and Waukesha County shall not be liable for any fees or special charges in the event they become the owner of any Lot or Outlot in the subdivision by reason of tax delinquency.

All Lots and Outlots are restricted to no direct vehicular access to CTH DD (North Cape Road). Outlot 4, Lot 28 and Lot 29 are restricted to no direct vehicular access to Durham Drive.

Durham Drive was vacated by City of Muskego Resolution #117-97, dated May 27, 1997 and recorded on June 3, 1997 in Reel 2447, Image 895-897 as Document No. 2218574.

Outlots 1, 3, 4, 5 & 6 to be maintained by the homeowners association for stormwater management, drainage, open space & wetland barrier fencing. With said Outlots to be used for stormwater and drainage purposes, the existence of standing water may be present within the outlots, as intended.

Outlot 2 is dedicated to the City of Muskego for park & conservation purposes. There is an Isolated Natural Area present on Outlot 2.

Storm Sewer and/or Drainage easements are located on Lots:1-7, 9-22, 27-32, 34-42, 44-46, & 48. Also see details on sheet 6.

Utility easements for Sanitary Sewer are located on Lots: 30, 31, 41 and 42

Street Tree easements are located on Lots 1-16, 23-43, 47-53

"Utility Easements" for Electric, Telephone & Cable are located on Lots 1-53.

Wetland fencing easements are located on lots: 6, 8, 9, 10, 11, 12, 16, 17, 18, 19, 22, 23, 26 & 27.

Vision corner easements are located on lots: 1, 7, 8, 16, 23, 24, 32, 38, 39, 43, 47, 53 and Outlot 4.

Recreational Trail Easement is on Lots: 33, 34, 49-52 and Outlot 6.

30' Planting Easement is on lots: 33, 34, 49-52

The island landscaping at the intersection of Lindley Court/Ballard Court & Bonhorn Reserve Drive is the responsibility of the homeowners association.

Responsibilities of the Landscape easement and recreational trail easement along North Cape Road:
- Landscaping is the responsibility of the homeowners association
- Maintenance and any & all future repair or replacement of the recreational trail is the responsibility of the City of Muskego.

Entry subdivision monument sign on Outlot 4 is the responsibility of the homeowners association.

Deed Restrictions for the ownership and maintenance of the Outlots are on file at the Waukesha County Register of Deeds

Ownership and/or maintenance obligations of all drainage swales & easements located on individual lots are the responsibility of the Lot Owner - see Sheet 9 for further notes.

Isolated Natural Resource Area and Wetland Restrictions:
These areas of land which are identified as isolated natural resource areas and wetland areas on this plat shall be subject to the following restrictions:

1. Grading and filling shall be prohibited.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of exotic, invasive, dead, diseased or hazardous vegetation at the discretion of landowner and approval of the City of Muskego.
4. Grazing by domesticated animals, i.e. horses, cows, etc., shall be prohibited.
5. The introduction of plant material not indigenous to the existing environment of the natural area shall be prohibited.
6. Ponds may be permitted subject to the approval of the City of Muskego and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. Construction of buildings is prohibited.

WETLAND SETBACK RESTRICTIONS:

Certain Lots are affected by a City of Muskego required 15 foot setback and certain Lots are affected by a Wisconsin Department of Natural Resources 50 foot wetland protection setback around certain wetlands areas as shown. The areas of land which are identified as wetland protection offset areas shall follow all restrictions listed in Chapter 17 of the City of Muskego municipal code relating to wetland protection setbacks. DNR regulations are applicable and said regulations are in addition to all City of Muskego regulations and as shown on the final plat.

The Developer will protect wetlands with a split rail fence in the location shown on the plat - see sheet 8 of 9. The fencing shall be maintained by the homeowners association in perpetuity and shall not be removed.

PD-48 - Aster Hills Estates Planned Development District
-minimum front setback - 30 ft.
-minimum front setback from Durham Drive, North Cape Road & Priegel Drive - 40 ft.
-minimum rear setback - 25 ft; 40 ft from right of way of roads, except as shown.
-minimum side setback - 15 ft, except as shown.
-minimum wetland setback - 15 ft or 50ft as shown on this plat

"As long as the Homeowners Association is in existence, the Homeowners Association shall be responsible for the duties directly referenced on this final plat. If for some reason, the Homeowners Association dissolves or is no longer in existence, owners of all of the lots collectively, shall take on the duties directly referenced on this final plat for the Homeowners Association. The owner of Outlot 2 shall not be responsible and is not a member of the Homeowners Association."

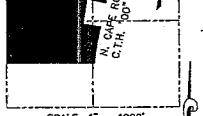
4185517
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
January 05, 2016 11:25 AM
Jennie E. Solerski
Register of Deeds
9 PGS
TOTAL FEE: $50.00
TRANS FEE: $0.00
Book 54 Page 141-149

LEGEND
- ○ INDICATES 1.3" (O.D.) IRON PIPE , FOUND.
- ⬟ INDICATES 2.4 (O.D.) IRON PIPE , FOUND.
- ● INDICATES NO. 10 (1.27") REBAR, WT. 4.303 LBS PER LINEAL FOOT AT LEAST 18" IN LENGTH, SET.

ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.

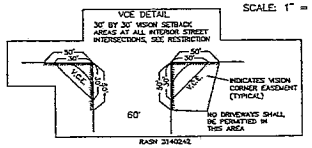
Ⓓ INDICATES DEDICATED TO THE CITY OF MUSKEGO

LOCATION MAP
NORTHEAST 1/4 OF SECTION 24, T 5 N, R 20 E



SCALE: 1" = 1000'

VCE DETAIL
30' BY 30' VISION SETBACK AREAS AT ALL INTERIOR STREET INTERSECTIONS, SEE RESTRICTION



RASH 3140242

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

Certified December 10th 2015

Department of Administration

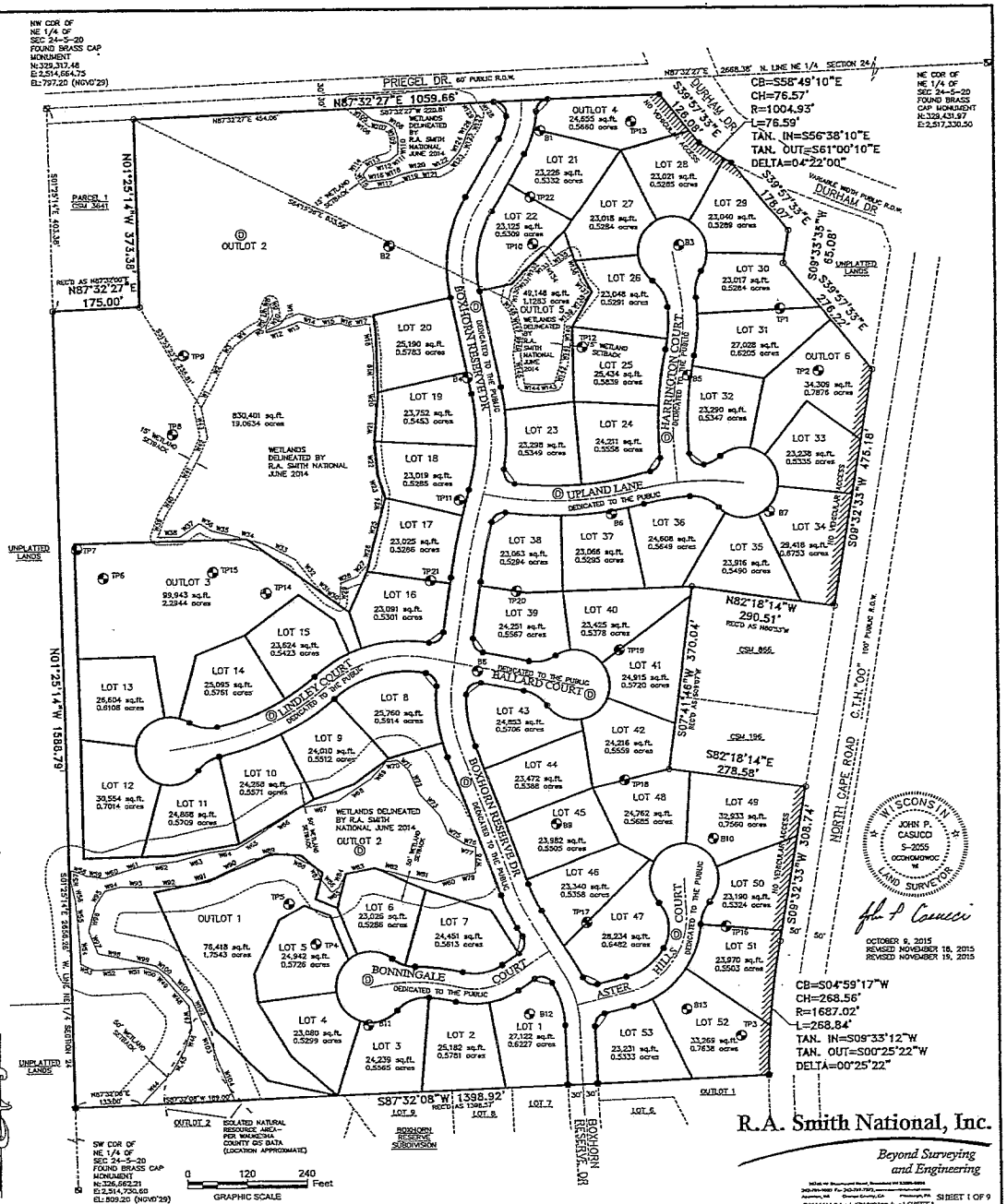
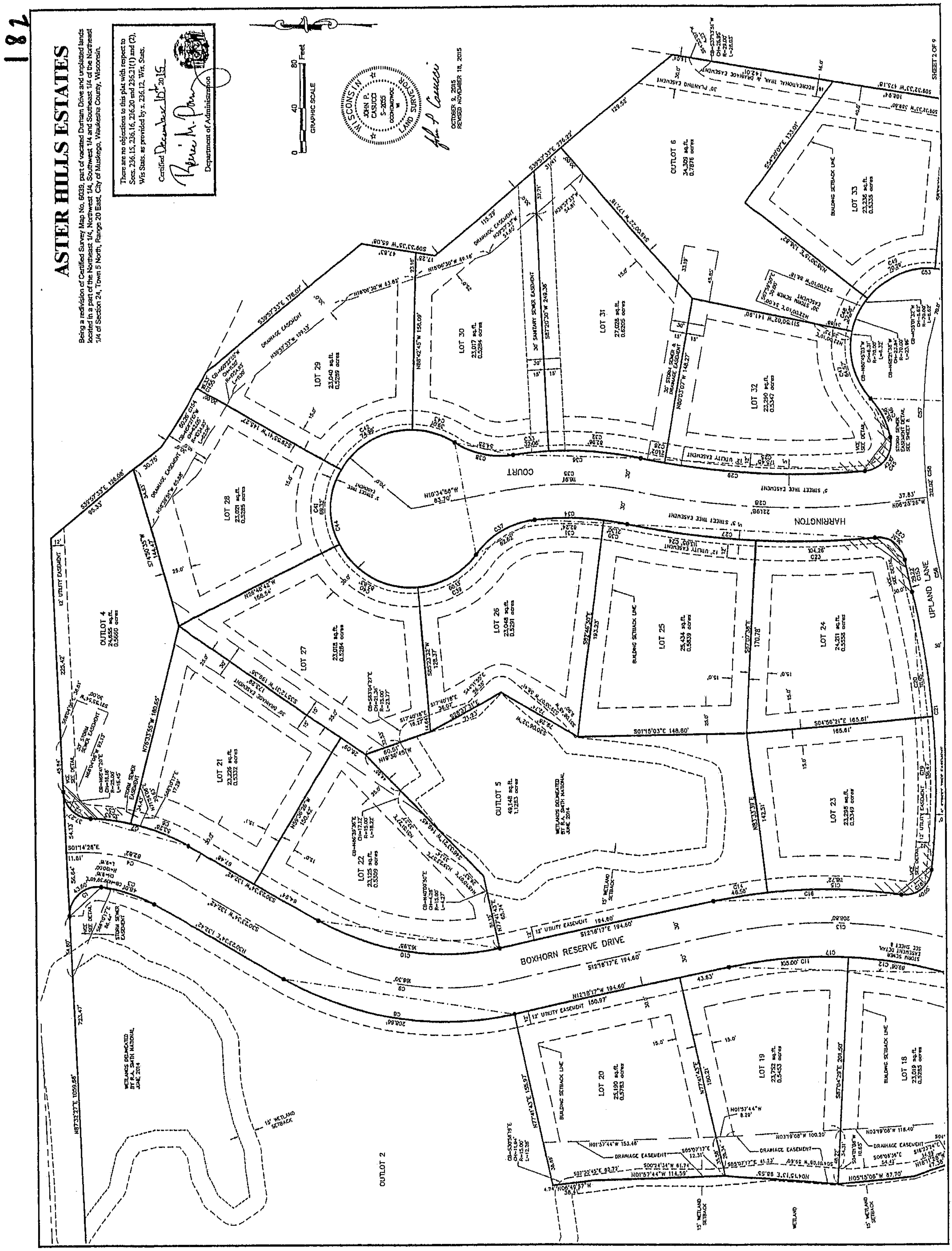
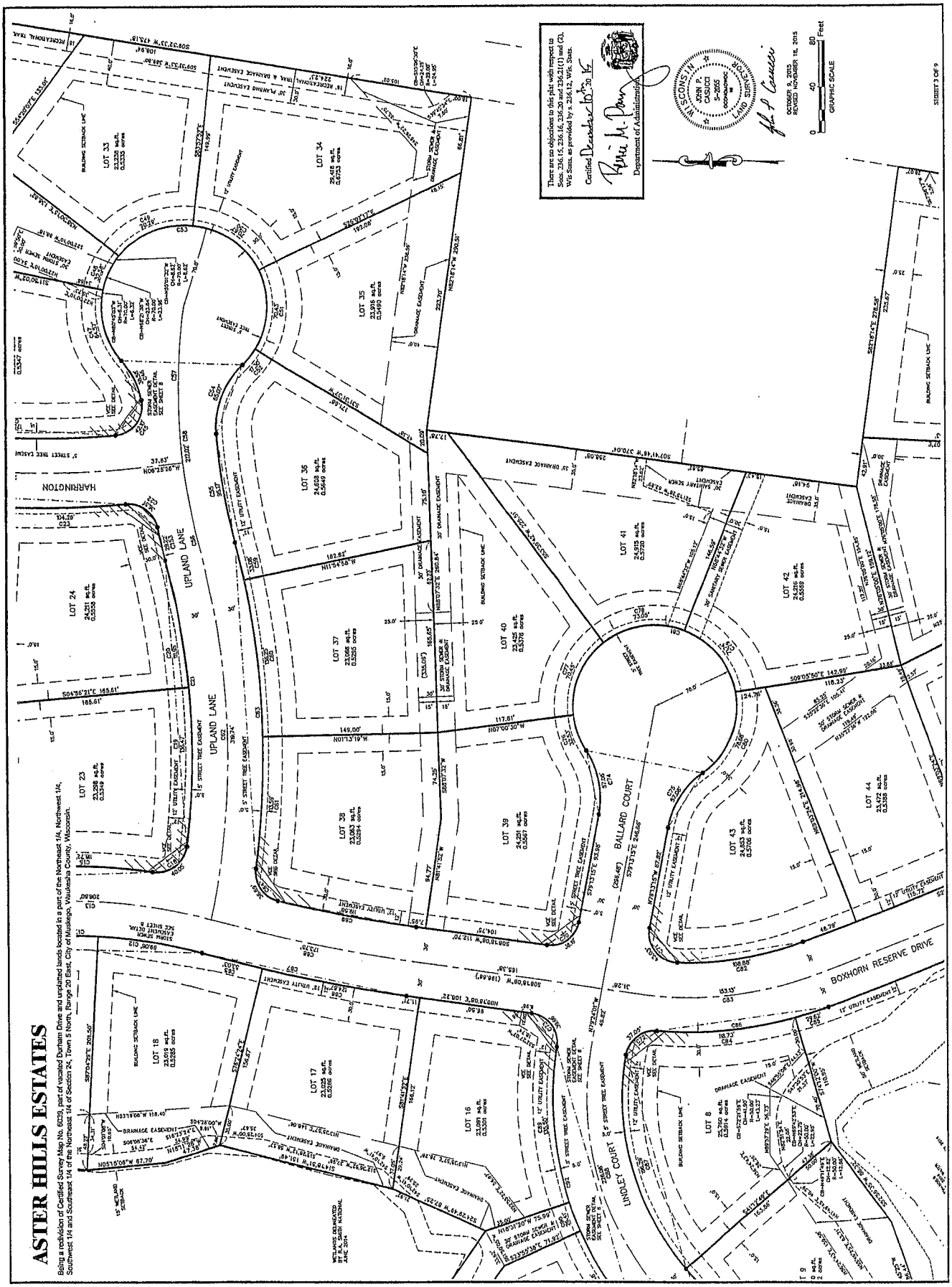


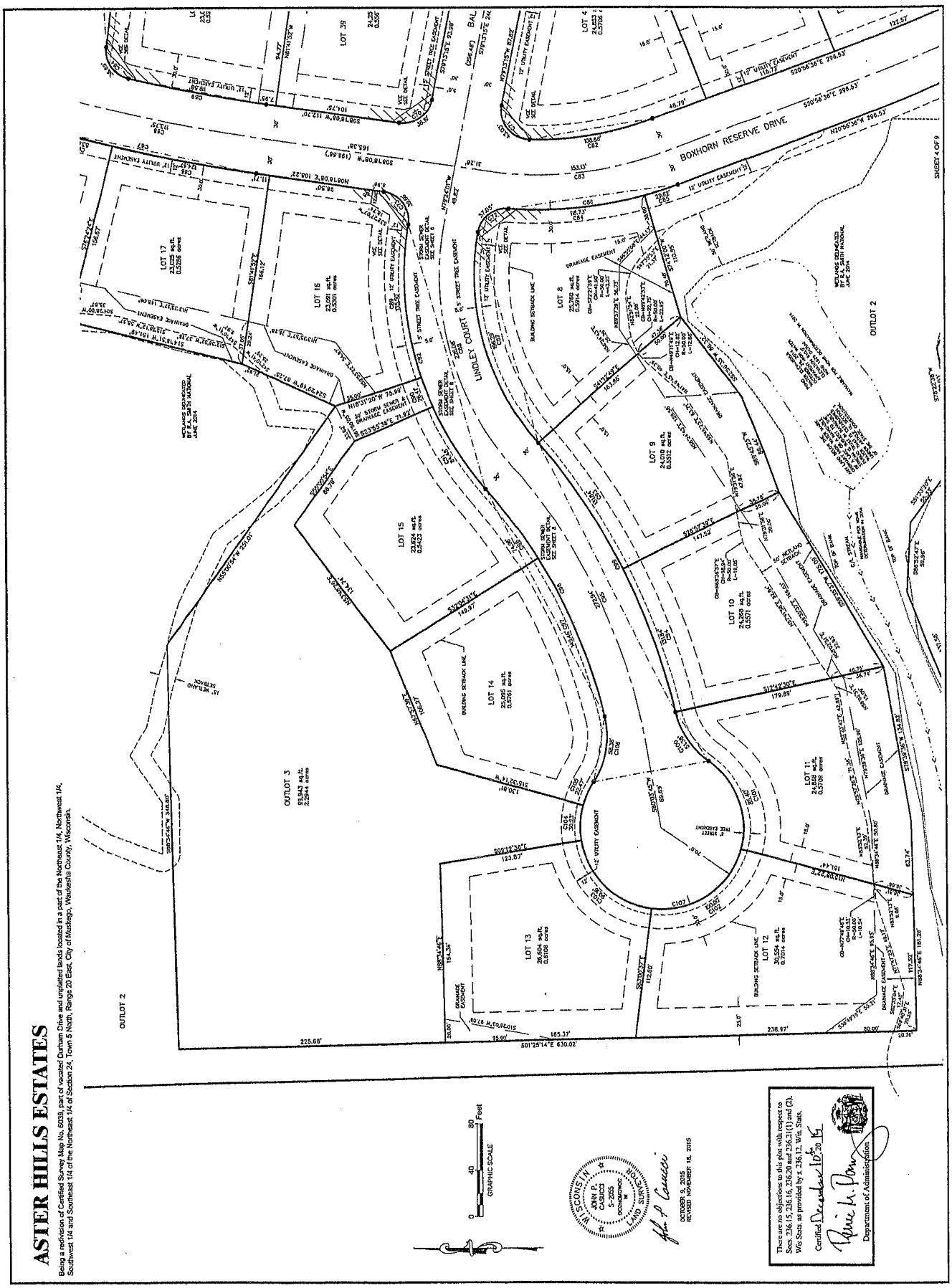
EXHIBIT B CONT.


182
ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6039, part of vacated Dartram Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified December 15th 2015
Department of Administration
GRAPHIC SCALE
0 40 80 Feet
WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR
OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015
SHEET 2 OF 9
HARRINGTON COURT
BOXHORN RESERVE DRIVE
UPLAND LANE
OUTLOT 2
OUTLOT 4
OUTLOT 5
OUTLOT 6
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
WETLANDS DELINEATED BY R.A. SMITH NATIONAL JUNE 2014
15' WETLAND SETBACK
WETLAND
BUILDING SETBACK LINE
DRAINAGE EASEMENT
12' UTILITY EASEMENT
30' SANITARY SEWER EASEMENT
5' STREET TREE EASEMENT

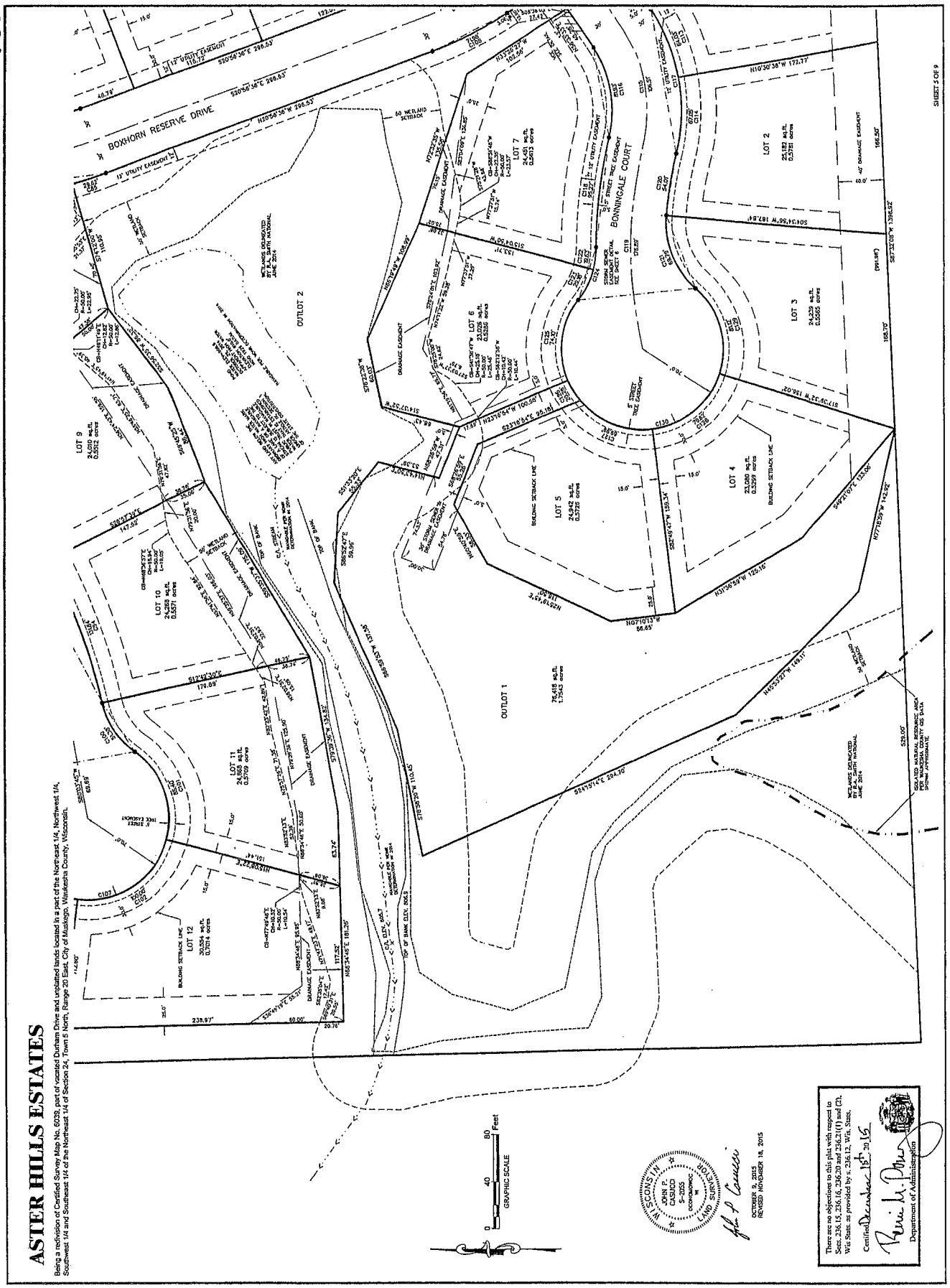
183

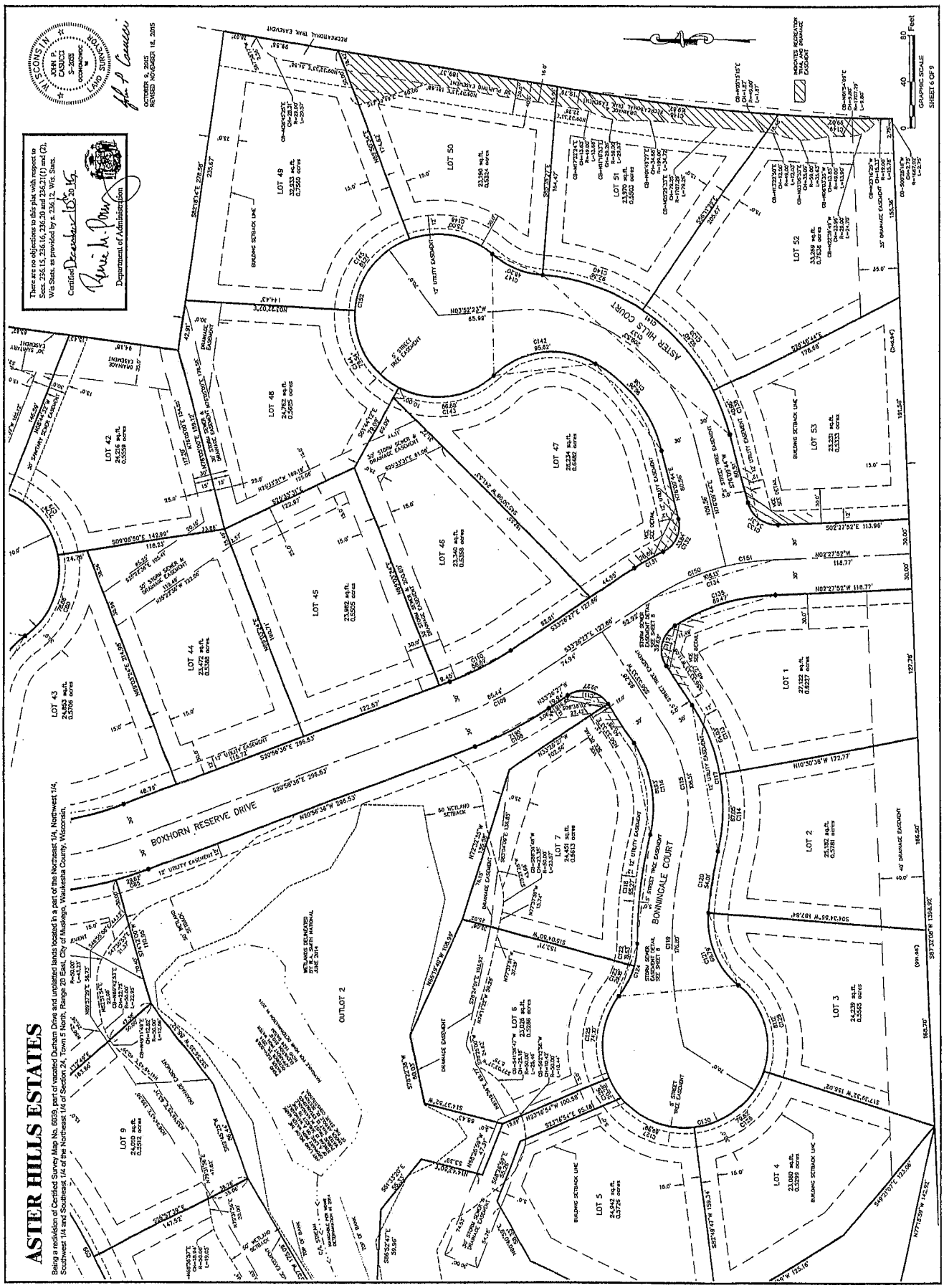

ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6029, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified December 10th 20 15
Department of Administration
JOHN P. CASUCCI S-2655 OCONOMOWOC LAND SURVEYOR
OCTOBER 9, 2015
REVISED NOVEMBER 19, 2015
GRAPHIC SCALE
0 40 80 Feet
SHEET 3 OF 9
HARRINGTON
UPLAND LANE
BALLARD COURT
BOXHORN RESERVE DRIVE
LINDLEY COURT
LOT 8
LOT 16
LOT 17
LOT 18
LOT 23
LOT 24
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44

184


ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
BOXHORN RESERVE DRIVE
LINDLEY COURT
OUTLOT 2
OUTLOT 3
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 39
BUILDING SETBACK LINE
DRAINAGE EASEMENT
12' UTILITY EASEMENT
STORM SEWER EASEMENT
8.5' STREET TREE EASEMENT
GRAPHIC SCALE
0
40
80
Feet
JOHN C. ASLIN
S-2055
OCONOMOWOC
WISCONSIN
LAND SURVEYOR
OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified December 10th 15
Department of Administration
SHEET 4 OF 9

185


ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
SHEET 5 OF 9
BOXHORN RESERVE DRIVE
BONNINGALE COURT
OUTLOT 1
OUTLOT 2
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 9
LOT 10
LOT 11
LOT 12
GRAPHIC SCALE
0
40
80
Feet
JOHN P. DAVID
S-2305
OCONOMOWOC, WI
LAND SURVEYOR
OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified December 15th 2015
Department of Administration


ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
OCTOBER 9, 2015
REVISED NOVEMBER 16, 2015
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified December 10, 20 15
Department of Administration
JOHN P. DOUCI S-2053
GRAPHIC SCALE
SHEET 6 OF 9
ASTER HILLS COURT
BONNINGALE COURT
BOXHORN RESERVE DRIVE
OUTLOT 2
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 9
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53

ASTER HILLS ESTATES

Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

Line Table		
Line #	Direction	Length
W1	N29°31'16"E	51.71
W2	N24°53'54"E	60.57
W3	N36°02'21"E	30.10
W4	N54°54'04"E	46.56
W5	N63°40'30"E	21.03
W6	N30°00'03"E	22.25
W7	N5°58'07"W	15.10
W8	N23°06'10"E	13.04
W9	S10°18'42"E	23.48
W10	S31°39'21"W	25.53
W11	S5°46'56"E	13.36
W12	N73°48'23"E	38.45
W13	N67°19'36"E	30.72
W14	S73°02'48"E	39.16
W15	N81°03'36"E	46.32
W16	S70°24'53"E	21.57
W17	N81°30'09"E	39.05
W18	S7°30'45"E	61.66
W19	S0°24'34"W	61.43
W20	S5°07'17"E	53.07
W21	S4°01'08"W	70.39
W22	S6°08'36"E	57.10
W23	S16°23'24"E	36.33
W24	S4°28'00"W	45.57
W25	S15°26'12"W	58.94
W26	S12°36'52"W	38.33
W27	S42°10'41"W	35.26
W28	S69°49'36"W	34.44
W29	S4°45'10"W	40.25
W30	N61°21'09"W	25.49
W31	N46°07'14"W	39.34
W32	N39°07'19"W	60.67
W33	N83°26'50"W	66.46
W34	N74°36'43"W	73.81
W35	N76°59'48"W	38.85
W36	N59°32'18"W	27.57
W37	S56°00'42"W	48.36
W38	S89°39'02"W	44.43
W39	N20°54'18"E	46.17
W40	N32°21'19"E	53.58
W41	N28°49'12"E	62.56
W42	N23°32'17"E	42.95
W43	N12°24'46"W	59.76

Line Table		
Line #	Direction	Length
W44	N43°59'55"E	90.10
W45	N30°11'11"E	46.82
W46	N19°26'00"E	47.10
W47	N5°41'51"W	46.82
W48	N41°08'20"W	51.11
W49	N43°45'44"W	38.58
W50	N72°28'45"W	32.59
W51	S85°57'27"W	42.24
W52	S87°08'56"W	57.78
W53	N66°55'54"W	29.22
W54	N33°59'56"W	61.53
W55	N6°03'37"W	62.97
W56	N13°29'29"W	41.19
W57	N0°48'33"E	21.10
W58	S69°40'31"E	34.39
W59	S82°35'04"E	34.09
W60	N72°34'18"E	37.41
W61	N71°47'23"E	49.51
W62	N83°52'13"E	64.83
W63	N75°57'26"E	72.03
W64	N82°23'42"E	50.86
W65	N58°02'51"E	58.96
W66	N57°41'58"E	92.99
W67	N79°31'56"E	78.34
W68	N55°46'25"E	80.34
W69	N41°49'45"E	46.51
W70	N82°31'54"E	22.08
W71	S47°35'53"E	30.01
W72	S23°05'55"E	53.31
W73	S42°10'20"E	60.36
W74	S23°43'46"E	38.76
W75	S59°07'34"E	41.49
W76	S75°36'13"E	19.22
W77	S72°30'15"E	0.48
W78	S1°00'31"W	52.16
W79	S80°54'36"W	28.75
W80	S75°21'28"W	53.90
W81	N77°37'51"W	51.53
W82	N74°11'22"W	59.97
W83	S78°25'00"W	60.84
W84	S27°03'37"W	30.79
W85	S56°13'56"W	16.79
W86	N39°19'45"W	33.60
W87	N25°35'10"W	26.91
W88	N63°52'21"W	62.37
W89	S81°01'05"W	75.01
W90	S63°52'42"W	79.37
W91	S74°15'32"W	57.36
W92	S87°20'15"W	77.45
W93	N89°42'37"W	58.71
W94	S76°15'56"W	33.23
W95	S34°05'20"W	33.86
W96	S15°14'07"W	52.16
W97	S23°01'57"E	49.57
W98	S78°51'36"E	63.41
W99	S78°42'41"E	55.53
W100	S53°26'52"E	33.37
W101	S43°34'04"E	67.70
W102	S25°34'58"E	72.71
W103	S20°23'29"E	50.86
W104	S22°23'44"E	93.19

Line Table		
Line #	Direction	Length
W105	S55°28'26"E	5.67
W106	S52°04'46"E	30.91
W107	S7°16'58"E	29.80
W108	S56°19'18"E	17.47
W109	S15°28'18"E	23.49
W110	S0°16'10"W	28.92
W111	S52°48'22"W	22.60
W112	S78°16'15"W	23.98
W113	S64°24'30"W	18.66
W114	S39°38'51"W	17.77
W115	S34°08'54"E	17.75
W116	N81°46'28"E	23.93
W117	N85°09'23"E	17.46
W118	N59°28'22"E	26.41
W119	N75°57'39"E	27.69
W120	N82°35'08"E	12.32
W121	N67°21'16"E	33.84
W122	N63°18'58"E	21.56
W123	N42°57'20"E	32.53
W124	N26°57'18"E	25.40
W125	N19°15'12"E	15.89
W126	N35°01'48"E	20.70
W127	N19°55'05"E	21.49
W128	N34°50'00"W	12.12
W129	N32°08'05"W	14.41

Line Table		
Line #	Direction	Length
W130	N13°06'49"E	20.50
W131	N48°10'07"E	25.21
W132	N35°23'57"E	36.65
W133	N51°51'27"E	35.10
W134	S33°51'24"E	30.52
W135	N58°23'53"E	45.61
W136	S17°40'18"E	55.88
W137	S44°11'65"E	29.88
W138	S39°35'07"W	58.41
W139	S51°08'48"W	20.99
W140	S5°47'41"W	41.45
W141	S6°57'03"W	42.04
W142	S16°50'37"W	41.01
W143	S84°27'18"W	31.39
W144	N85°33'49"W	30.74
W145	N7°23'15"W	58.73
W146	N7°12'27"E	38.82
W147	N14°18'29"W	51.40
W148	N38°33'03"W	25.92

Curve Table							
Desc	Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
W ROW	C1	43.60	25.00	N42°29'42"W	38.26	N07°28'10"E	S69°32'27"W	99°55'43"
E ROW	C2	37.27	25.00	S44°49'56"W	33.91	S80°32'27"W	S02°07'26"W	85°25'02"
W ROW	C3	48.01	120.00	N18°55'52"E	47.69	N30°23'34"E	N07°28'10"E	22°55'24"
CL	C4	82.82	150.00	N14°34'33"E	81.77	N30°23'34"E	N01°14'28"W	31°38'02"
E ROW	C7	58.81	180.00	N18°15'30"E	87.91	N30°23'34"E	N02°07'26"E	28°18'09"
OL 4	C5	35.53	180.00	S07°46'45"W	35.48	S02°07'26"W	S13°26'05"W	11°18'39"
21	C6	53.28	180.00	S21°54'48"W	53.08	S13°26'05"W	S30°23'34"W	16°57'28"
W ROW	C8	208.66	280.00	N09°02'38"E	203.86	N12°18'17"W	N30°23'34"E	42°41'51"
CL	C9	188.30	250.00	N09°02'38"E	182.02	N12°18'17"W	N30°23'34"E	42°41'51"
E ROW	C10	163.95	220.00	S09°02'38"W	160.18	S30°23'34"W	S12°18'17"E	42°41'51"
W ROW	C17	194.06	395.00	N01°46'11"E	192.12	N15°50'39"E	N12°18'17"W	28°08'57"
19	C11	105.00	395.00	N04°41'23"W	104.69	N02°55'31"E	N12°18'17"W	15°13'49"
18	C12	89.06	395.00	N09°23'05"E	88.87	N15°50'39"E	N02°55'31"E	12°55'06"
CL	C13	208.80	425.00	N01°46'11"E	206.71	N15°50'39"E	N12°18'17"W	28°08'57"
E ROW	C18	155.30	455.00	N01°53'51"W	164.39	N08°30'36"E	N12°18'17"W	20°48'53"
OL 5	C14	46.56	455.00	S09°27'19"E	46.56	S12°18'17"E	S06°26'21"E	05°51'56"
23	C15	118.72	455.00	S01°02'07"W	118.38	S06°26'21"E	S08°30'36"W	14°56'58"
ROW	C16	40.05	25.00	S37°22'46"E	35.90	S08°30'36"W	S83°16'09"E	91°46'45"
N ROW	C21	248.41	670.00	N86°06'33"E	246.99	S83°16'09"E	N75°29'15"E	21°14'36"
23	C19	136.47	670.00	S89°06'15"E	136.23	S83°16'09"E	N85°03'39"E	11°40'12"
24	C20	111.95	670.00	N80°16'27"E	111.82	N85°03'39"E	N75°29'15"E	09°34'24"
CL	C82	319.74	700.00	N68°34'24"E	316.97	S78°20'28"E	N75°29'15"E	26°10'17"
S ROW	C83	282.92	730.00	N86°38'25"E	281.15	S82°18'25"E	N75°29'15"E	22°12'20"
36	C59	33.08	730.00	S78°47'09"W	33.08	S75°29'15"W	S78°05'02"W	02°35'47"
37	C60	136.25	730.00	S83°25'52"W	136.06	S78°05'02"W	S88°46'41"W	10°41'39"
38	C61	113.59	730.00	N86°46'52"W	113.47	S88°46'41"W	N82°18'25"W	08°54'54"
N ROW	C153	29.22	580.00	N78°55'51"E	29.22	N75°29'15"E	N78°22'26"E	02°53'11"
CL TOTAL	C58	212.02	550.00	S86°31'52"W	210.71	N82°25'31"W	S75°29'15"W	22°05'14"
W CL	C56	77.85	550.00	N79°31'55"E	77.58	N75°29'15"E	N83°34'24"E	08°06'19"
E CL	C57	134.38	550.00	S89°25'28"E	134.04	N83°34'24"E	S82°25'31"E	13°59'55"
S ROW	C55	95.17	520.00	S80°43'50"W	95.04	S85°56'25"W	S75°29'15"W	10°29'10"
ROW	C22	36.51	25.00	N36°31'55"E	33.35	N78°22'26"E	N05°18'26"W	83°41'05"
ROW	C45	42.10	25.00	S53°17'54"E	37.30	S05°03'21"E	N78°22'33"E	96°29'06"
ROW	C46	36.58	75.00	N63°43'19"E	36.16	N78°22'33"E	N48°39'05"E	29°28'28"
C-O-S	C63	325.63	70.00	N2°25'04"E	101.80	S44°18'57"E	S48°39'05"W	266°41'58"
32	C47	64.57	70.00	N78°24'34"E	62.30	N48°39'05"E	S78°06'58"E	52°50'57"
OL6	C48	32.58	70.00	S84°49'51"E	32.29	S78°09'58"E	S81°29'45"E	26°40'13"
33	C49	70.29	70.00	S22°43'46"E	67.37	S01°29'45"E	S06°02'08"W	57°31'53"
34	C50	70.87	70.00	S34°57'26"W	67.71	S06°02'08"W	S63°32'43"W	57°30'35"
35	C51	70.43	70.00	N67°17'50"W	67.50	S63°32'43"W	N58°28'23"W	57°38'54"
36	C52	17.30	70.00	N31°23'40"W	17.25	N58°28'23"W	N44°18'57"W	14°09'26"
C54	C54	65.07	75.00	N69°10'18"W	63.05	N44°18'57"W	S85°56'25"W	49°42'38"
C64	C64	36.59	25.00	S55°39'12"W	33.48	N82°18'25"W	S13°36'49"W	84°04'47"
W ROW	C27	217.31	730.00	S83°13'04"W	216.51	S11°44'45"W	S05°18'37"E	17°03'21"
24	C23	184.26	730.00	N09°13'07"W	184.17	N05°18'37"W	N02°53'22"E	08°19'58"
25	C24	113.05	730.00	N07°18'33"E	112.94	N02°53'22"E	N11°44'45"E	08°52'23"
CL	C28	221.98	700.00	S02°39'39"W	221.05	S11°44'45"W	S06°25'26"E	18°10'10"
E ROW	C29	196.47	670.00	S03°20'42"W	195.77	S11°44'45"W	S05°03'21"E	16°48'06"
32	C25	175.45	670.00	S02°26'46"W	174.95	S09°56'53"W	S05°03'21"E	15°00'14"
31	C26	21.02	670.00	S10°50'48"W	21.02	S11°44'45"W	S09°56'53"W	01°47'51"
W ROW	C34	83.55	270.00	N02°52'52"E	83.21	N11°44'45"E	N05°39'01"W	17°43'46"
25	C30	21.30	270.00	N9°28'07"E	21.30	N11°44'45"E	N07°13'30"E	04°31'15"
26	C31	62.24	270.00	N03°17'14"E	62.11	N07°13'30"E	N05°39'01"W	13°12'31"
CL	C35	116.91	300.00	S00°34'54"W	116.17	S10°34'56"E	S11°44'45"W	22°19'40"
E ROW	C36	115.02	330.00	N01°45'37"E	114.44	N11°44'45"E	N08°13'31"W	19°58'15"
31	C32	82.96	330.00	S04°32'37"W	82.74	S02°39'30"E	S11°44'45"W	14°24'15"
30	C33	32.06	330.00	S05°26'30"E	32.05	S08°13'31"E	S02°39'30"E	05°34'01"
ROW	C37	62.62	75.00	N29°54'14"W	60.82	N05°39'01"W	N53°48'27"W	47°50'25"
C-O-S	C44	326.25	70.00	S79°41'47"W	101.52	N33°13'00"E	S53°48'27"E	267°02'27"
26	C39	60.13	70.00	N28°12'57"W	58.30	N53°48'27"W	N04°36'28"W	49°12'59"
27	C40	62.83	70.00	N29°17'25"E	78.08	N04°36'28"W	N63°11'18"E	57°47'46"
28	C41	69.32	70.00	S88°26'31"E	66.52	N53°11'18"E	S60°04'18"E	56°44'23"
29	C42	74.96	70.00	S29°23'32"E	71.43	S60°04'19"E	S01°17'15"W	61°21'34"
30	C43	39.01	70.00	S17°15'07"W	38.51	S01°17'15"W	S33°13'00"W	31°55'45"
ROW	C38	54.25	75.00	S12°29'45"W	53.07	S33°13'00"W	S08°13'31"E	41°26'31"
W ROW	C67	177.20	1350.00	S12°04'24"W	177.07	S15°50'39"W	S08°18'08"W	07°32'31"
18	C65	53.03	1350.00	N14°43'08"E	53.03	N13°35'37"E	N15°50'39"E	02°15'03"
17	C66	124.67	1350.00	N10°56'32"E	124.62	N08°18'08"E	N13°35'37"E	05°17'26"
CL	C68	173.75	1320.00	N12°04'24"E	173.63	N08°18'08"E	N15°50'39"E	07°32'31"
E ROW	C69	119.58	1290.00	S10°57'28"W	119.54	S13°36'49"W	S08°18'08"W	05°18'40"
ROW	C70	38.19	25.00	S35°27'33"E	34.58	S08°18'08"W	S79°13'15"E	87°31'23"
ROW	C71	43.03	25.00	S81°28'13"W	37.91	N79°13'15"W	S02°09'40"W	98°37'05"
ROW	C72	37.05	25.00	N37°36'20"W	33.75	N04°48'53"E	N80°05'32"W	84°54'25"
ROW	C73	36.86	25.00	N33°45'13"E	33.63	S80°47'42"E	N08°18'08"E	90°54'10"
39	C74	57.08	75.00	N76°58'40"E	55.71	S79°13'15"E	N37°18'35"E	43°36'10"
43	C75	57.08	75.00	N52°25'09"W	55.71	N35°37'04"W	N79°13'15"W	43°36'10"

Curve Table							
Desc	Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C-O-S	C81	326.45	70.00	N10°48'45"E	101.36	S35°37'04"E	S57°10'39"W	267°12'20"
39	C76	32.53	70.00	N70°29'27"E	32.24	N57°10'35"E	N83°46'18"E	26°37'43"
40	C77	70.45	70.00	S67°21'46"E	67.51	N83°46'18"E	S38°31'31"E	57°39'31"
41	C78	73.05	70.00	S08°38'11"E	69.78	S38°31'31"E	S21°15'28"W	59°47'20"
42	C79	71.74	70.00	S50°37'11"W	68.65	S21°15'28"W	S79°58'54"W	58°43'25"
43	C80	75.88	70.00	N67°48'05"W	74.60	S79°58'54"W	N35°37'04"W	64°24'02"
N ROW	C82	245.39	280.00	S73°59'44"W	238.52	N60°47'42"W	S48°47'12"W	050°12'08"
16	C89	135.50	280.00	N85°26'29"E	134.18	N71°28'40"E	S80°47'42"E	27°43'28"
OL3	C90	28.41	280.00	N68°46'31"E	26.40	N66°04'22"E	N71°28'40"E	05°48'18"
15	C91	84.48	280.00	N57°25'46"E	84.16	N48°47'11"E	N66°04'22"E	017°17'11"
CL	C88	226.06	250.00	S74°41'35"W	218.43	N79°24'01"W	S48°47'11"E	51°48'46"
S ROW	C87	196.29	220.00	S74°20'49"W	189.85	N80°05'32"W	S48°47'11"W	51°07'12"
N ROW	C98	224.42	470.00	N62°27'56"E	222.30	N76°08'41"E	N48°47'11"E	27°21'30"
15	C96	74.96	470.00	N53°21'25"E	74.88	N57°55'29"E	N48°47'11"E	09°08'16"
14	C97	149.46	470.00	N67°02'05"E	148.83	N76°08'41"E	N57°55'29"E	18°13'12"
CL	C95	272.94	500.00	S64°25'28"W	269.56	S48°47'11"W	S90°03'45"W	31°16'25"
S ROW	C99	263.68	530.00	N63°02'21"E	260.97	N77°17'30"E	N48°47'11"E	28°30'20"
9	C93	131.84	530.00	S55°54'48"W	131.50	S48°47'11"W	S63°02'21"W	014°15'10"
10	C94	131.84	530.00	S70°09'58"W	131.50	S63°02'28"W	S77°17'30"W	14°15'16"
ROW	C100	51.38	70.00	S56°15'55"W	50.23	S77°17'30"W	S35°14'19"W	42°03'12"
C-O-S	C107	328.27	70.00	S10°24'59"E	100.12	N56°04'17"W	N35°14'19"E	268°41'24"
11	C101	85.40	70.00	S70°11'20"W	80.29	S35°14'19"W	N74°51'38"W	69°54'03"
12	C102	100.00	70.00	N33°56'08"W	91.71	N74°51'38"W	N06°58'23"E	81°51'08"
13	C103	90.16	70.00	N43°53'23"E	84.06	N06°58'23"E	N80°47'24"E	73°48'01"
OL3	C104	30.23	70.00	S88°50'11"E	30.00	N80°47'24"E	S74°27'48"E	24°44'50"
14	C105	22.47	70.00	S65°16'02"E	22.37	S74°27'48"E	S56°04'17"E	18°23'29"
ROW	C106	58.38	70.00	S79°57'48"E	56.70	S56°04'17"E	N78°08'41"E	47°47'02"
W ROW	C86	148.36	330.00	S80°53'52"E	147.11	S04°48'53"W	S20°56'36"E	25°45'28"
8	C84	118.73	330.00	N05°29'34"W	118.09	N15°48'00"W	N04°48'53"E	20°36'53"
OL2	C85	29.62	330.00	N18°22'18"W	29.61	N20°56'36"W	N15°48'00"W	05°08'25"
CL	C83	153.13	300.00	N06°19'14"W	151.47	N20°56'36"W	N08°18'08"E	29°14'44"
E ROW	C82	106.88	270.00	S09°23'28"E	108.14	S02°09'40"W	S20°56'36"E	23°06'16"
W ROW	C108	71.98	330.00	N27°11'31"W	71.84	N33°26'27"W	N20°56'36"W	12°29'51"
CL	C109	85.44	300.00	N27°11'31"W	85.31	N33°26'27"W	N20°56'36"W	12°29'51"
E ROW	C110	58.89	270.00	S27°11'31"E	58.78	S20°56'36"E	S33°26'27"E	12°29'51"
C111	C111	39.27	25.00	N11°33'33"E	35.36	N56°33'33"E	N33°26'27"W	90°00'00"
N ROW	C116	81.93	100.00	N50°01'47"E	79.66	S76°29'59"E	N56°33'33"E	46°56'28"
CL	C115	106.51	130.00	N50°01'47"E	103.55	S76°29'59"E	N56°33'33"E	46°56'28"
S ROW	C117	131.06	160.00	N50°01'47"E	127.45	S76°29'59"E	N56°33'33"E	46°56'28"
1	C113	64.03	160.00	S68°01'28"W	63.61	S56°33'33"W	S79°29'22"W	22°55'49"
2	C114	67.05	160.00	N88°30'19"W	66.56	S79°29'22"W	N76°29'59"W	24°00'39"
M ROW	C118	95.27	407.00	S63°12'21"E	95.06	S69°54'43"E	S76°29'59"E	13°24'44"
CL	C119	176.89	377.00	S89°56'30"E	175.25	N76°36'59"E	S76°29'59"E	26°53'02"
S ROW	C120	54.01	347.00	N80°57'32"W	53.96	N76°29'59"W	N85°25'04"W	08°55'05"
ROW	C121	89.79	75.00	S87°55'22"W	67.30	N85°25'04"W	S41°15'48"W	53°19'01"
C-O-S	C130	325.11	70.00	S05°41'02"E	102.30	N52°37'52"W	N41°15'48"E	266°06'19"
6	C125	74.10	70.00	S82°37'23"E	70.69	N66°43'06"E	S52°37'52"E	60°38'02"
OL1	C126	20.28	70.00	N58°25'03"E	20.21	N50°07'06"E	N66°43'06"E	16°36'06"
5	C127	69.99	70.00	N21°28'24"E	67.11	N07°10'14"W	N50°07'01"E	57°17'14"
4	C128	74.62	70.00	N39°45'28"W	71.40	N72°29'22"W	N07°10'14"W	61°05'14"
3	C129	81.12	70.00	S74°27'40"W	76.65	S41°15'48"W	N72°20'28"W	66°23'44"
ROW	C124	48.80	75.00	S71°16'17"E	47.94	S52°37'52"E	S89°54'43"E	37°16'50"
7	C122	19.63	75.00	S82°24'56"E	19.57	S74°55'10"E	S89°54'43"E	14°59'33"
6	C123	29.18	75.00	S63°46'31"E	28.99	S52°37'52"E	S74°55'10"E	22°17'17"
ROW	C112	39.63	25.00	N78°01'44"W	35.61	N52°37'52"W	S56°33'33"W	90°48'25"
W ROW	C135	89.47	170.00	N17°32'27"W	88.44	N02°27'52"W	N32°37'02"W	30°09'10"
CL TOTAL	C134	108.13	200.00	N17°57'09"W	106.82	N02°27'52"W	N33°26'27"W	30°58'35"
N CL	C150	68.43	200.00	N23°26'22"W	68.09	N13°50'16"W	N33°26'27"W	19°36'11"
S CL	C131	39.70	200.00	N08°08'04"W	39.64	N02°27'52"W	N13°50'17"W	11°22'24"
E ROW	C131	28.69	230.00	S29°52'02"E	28.67	S33°26'27"E	S26°17'37"E	07°08'50"
ROW	C132	33.84	25.00	S65°03'37"E	31.31	S26°17'37"E	N78°08'44"E	77°32'39"
ROW	C133	34.31	25.00	S36°50'56"W	31.58	S78°09'44"W	S02°27'52"E	78°37'26"
N ROW	C136	98.26	120.00	N53°10'58"E	93.70	N78°09'44"E	N30°12'13"E	45°37'31"
CL	C137	209.53	150.00	N36°08'40"E	192.91	N78°09'44"E	N03°32'23"W	80°02'07"
S ROW	C141	225.42	180.00	N40°17'09"E	210.97	N78°09'44"E	N04°24'33"E	71°45'11"
53	C138	40.55	180.00	S59°41'30"W	40.57	S63°13'16"W	S78°09'44"W	12°54'28"
52	C139	92.40	180.00	S48°30'54"W	91.39	S33°48'31"W	S63°13'16"W	29°24'45"
51	C140	92.36	180.00	S19°06'32"W	91.35	S04°24'33"E	S33°48'31"W	29°23'58"
ROW	C142	95.62	75.00	N06°19'19"W	89.28	N30°12'13"E	N42°50'51"W	73°03'04"
C-O-S	C152	322.64	70.00	N89°13'34"W	103.97	N41°13'58"E	S42°50'51"E	264°04'50"
47	C143	86.88	70.00	N07°17'31"W	81.41	N42°50'51"W	N28°15'48"E	71°06'39"
48	C144	79.54	70.00	N60°48'58"E	75.33	N28°15'48"E	S86°37'53"E	65°06'19"
49	C145	81.21	70.00	S53°23'39"E	76.73	S86°37'53"E	S20°09'26"E	66°28'27"
50	C146	75.00	70.00	S10°32'17"W	71.47	S41°13'39"W	S14°13'39"W	61°23'25"
ROW	C147	48.20	75.00	S22°49'16"W	47.38	S41°13'39"W	S04°24'33"W	36°49'26"
51	C148	169.82	1657.02	N06°40'16"E	169.75	N03°47'06"E	N09°33'37"E	05°52'03"
52	C149	99.02	1667.02	N02°06'15"E	99.01	N00°22'23"E	N03°47'06"E	03°24'47"
26	C154	60.26	1004.93	S58°21'15"E	60.25	S56°36'10"E	S58°21'15"E	03°26'09"
29	C155	16.33	1004.93	N60°37'15"E	16.32	S60°04'19"E	S61°06'10"E	00°55'51"

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

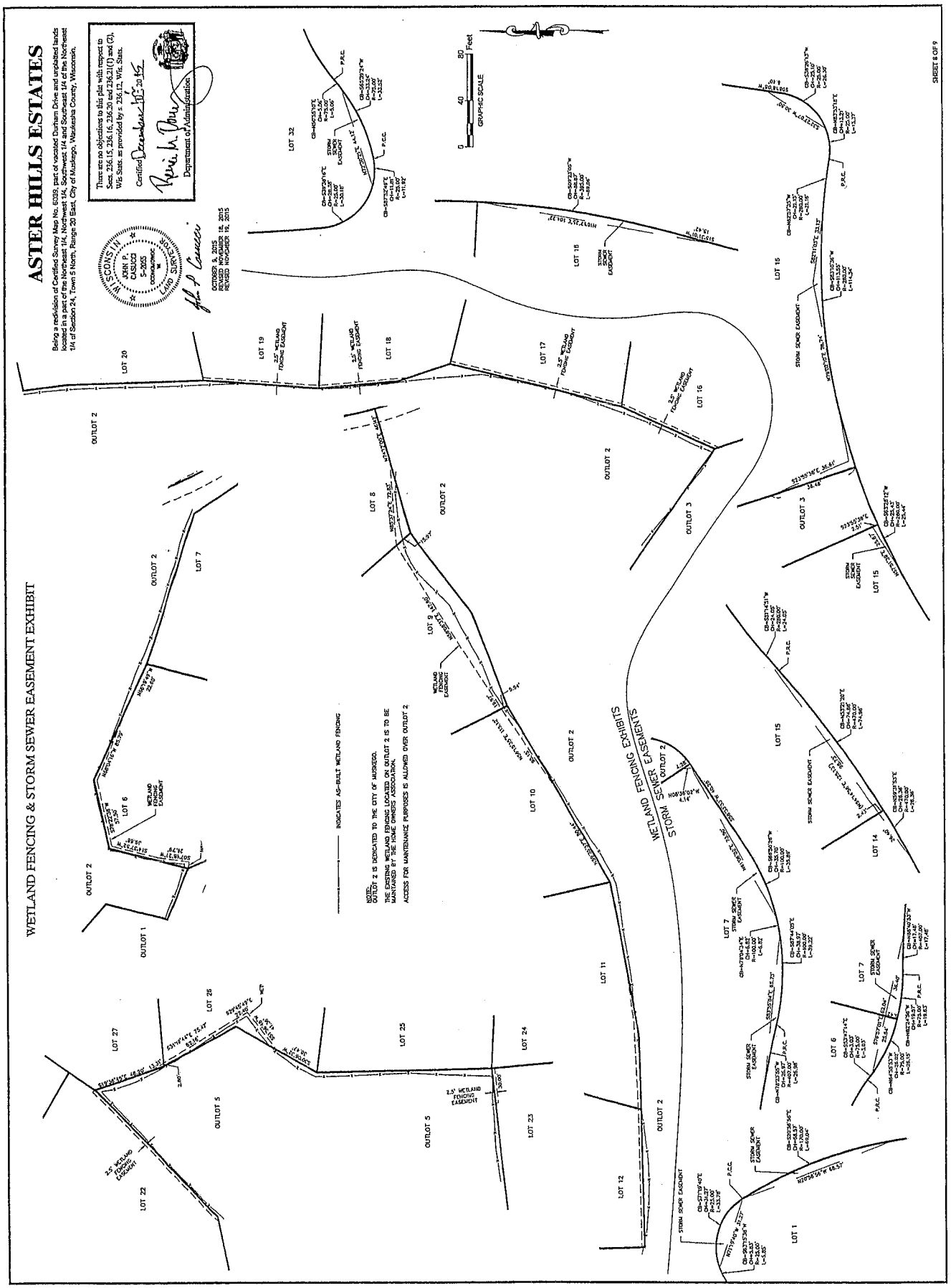
Certified December 10th 20 15

Department of Administration

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015

EXHIBIT B CONT.


ASTER HILLS ESTATES
Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified December 16, 2015
Department of Administration
WISCONSIN JOHN P. CASUCCI S-2655 SURVEYOR
OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015
REVISED NOVEMBER 19, 2015
WETLAND FENCING & STORM SEWER EASEMENT EXHIBIT
INDICATES AS-BUILT WETLAND FENCING
NOTE:
OUTLOT 2 IS DEDICATED TO THE CITY OF MUSKEGO.
THE EXISTING WETLAND FENCING LOCATED ON OUTLOT 2 IS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
ACCESS FOR MAINTENANCE PURPOSES IS ALLOWED OVER OUTLOT 2
WETLAND FENCING EXHIBITS
STORM SEWER EASEMENTS
GRAPHIC SCALE
5 40 80 Feet
SHEET 8 OF 9

ASTER HILLS ESTATES

Being a redivision of Certified Survey Map No. 6039, part of vacated Durham Drive and unplatted lands located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, JOHN P. CASUCCI, PROFESSIONAL LAND SURVEYOR, CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF CERTIFIED SURVEY MAP NO. 6039, PART OF VACATED DURHAM DRIVE AND UNPLATTED LANDS LOCATED IN A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 5 NORTH, RANGE 20 EAST, CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°25'14" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 403.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 IN CERTIFIED SURVEY MAP NO. 3641 AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE NORTH 87°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL 175.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 01°25'14" WEST ALONG THE EAST LINE OF SAID PARCEL 373.38 FEET TO POINT IN THE SOUTH LINE OF PRIEGEL DRIVE; THENCE NORTH 87°32'27" EAST ALONG SAID SOUTH LINE 1059.66 FEET TO A POINT; THENCE SOUTH 39°57'33" EAST 126.08 FEET; THENCE 76.59 FEET ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 1004.93 FEET AND WHOSE CHORD BEARS SOUTH 58°45'10" EAST 76.57 FEET TO A POINT; THENCE SOUTH 39°57'33" EAST 178.07 FEET TO A POINT; THENCE SOUTH 05°33'35" WEST 85.08 FEET TO A POINT; THENCE SOUTH 39°57'33" EAST 276.22 FEET TO A POINT IN THE WEST LINE OF NORTH CAPE ROAD; THENCE SOUTH 05°32'33" WEST ALONG SAID WEST LINE 475.16 FEET TO THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 866; THENCE NORTH 82°18'14" WEST ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP 290.51 FEET TO THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 07°41'46" WEST ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP AND THE WEST LINE OF CERTIFIED SURVEY MAP 196 A DISTANCE OF 370.04 FEET TO THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP 196; THENCE SOUTH 82°18'14" EAST ALONG THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP 278.88 FEET TO A POINT IN THE WEST LINE OF NORTH CAPE ROAD; THENCE SOUTH 05°32'33" WEST ALONG SAID WEST LINE 308.74 FEET TO A POINT; THENCE 268.84 FEET ALONG ALONG SAID WEST LINE AND AN ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 1587.02 FEET AND WHOSE CHORD BEARS SOUTH 04°59'17" WEST 268.56 FEET TO NORTHEAST CORNER OF BOXHORN RESERVE SUBDIVISION; THENCE SOUTH 87°32'08" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1258.52 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 01°25'14" WEST ALONG SAID WEST LINE 1508.79 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 2,765,717 SQUARE FEET OR 63.4921 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF HBT OF ASTER HILLS ESTATES LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MUSKEGO IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATE OCTOBER 9, 2015
REVISED NOVEMBER 18, 2015
REVISED NOVEMBER 19, 2015

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC W LAND SURVEYOR

JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 2055

UTILITY EASEMENT PROVISIONS:

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

HBT OF ASTER HILLS ESTATES LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporations doing business as We Energies, Grantee,

Wisconsin Bell, Inc. d/b/a AT & T Wisconsin, a Wisconsin Corporation, Grantee, and

Time Warner Cable Midwest, LLC, Grantee.

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

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

CORPORATE OWNER'S CERTIFICATE

HBT OF ASTER HILLS ESTATES LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that it has caused the land described on this Plat to be surveyed, divided, dedicated and mapped as represented on this Plat.

HBT OF ASTER HILLS ESTATES LLC does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

City of Muskego
Wisconsin Department of Administration
Waukesha County Department of Parks and Land Use.

IN Witness Whereof, HBT OF ASTER HILLS ESTATES LLC, has caused these presents to be signed by William A Wigchers, Vice President of Towne Realty, Inc. it's Manager.

on this 23rd day of December 2015.

HBT OF ASTER HILLS ESTATES LLC
by: Towne Realty, Inc., Manager

BY: _____
William A. Wigchers, Vice President

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

Personally came before me this 23rd day of December, 2015, William A. Wigchers, Vice President of Towne Realty, Inc., and Member of HBT OF ASTER HILLS ESTATES LLC, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such member.

Terri A. Bratz
Notary Public, State of Wisconsin
My commission expires 6-17-17

NOTARY PUBLIC TERRI A. BRATZ STATE OF WISCONSIN

CITY TREASURER CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, SHARON MUELLER, BEING THE DULY ELECTED QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF MUSKEGO, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF January 4th, 20 16 ON ANY OF THE LAND INCLUDED IN THE PLAT OF ASTER HILLS ESTATES.

DATE: 1-5-16

SHARON MUELLER, CITY TREASURER

PLAN COMMISSION CERTIFICATE

RESOLVED THAT THE PLAT KNOWN AS ASTER HILLS ESTATES, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, WHICH HAS BEEN FILED FOR APPROVAL BY RESOLUTION NO. 054-2015 DATED November 3, 2015.

DATE: 1-5-16

KATHY CHIAVEROTTI, CHAIRMAN

DATE: 1-5-16

KELLIE MCMULLEN, SECRETARY

COMMON COUNCIL CERTIFICATE

RESOLVED THAT THE PLAT KNOWN AS ASTER HILLS ESTATES, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, WHICH HAS BEEN FILED FOR APPROVAL, BE AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION NO. 125-2015

DATED December 8, 2015 AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MUSKEGO ON 8 DAY OF December, 2015.

DATE: 1-5-2016

KATHY CHIAVEROTTI, MAYOR

DATE: 1-5-2016

SHARON MUELLER, CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I, PAMELA F. REEVES, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF WAUKESHA, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES OR UNPAID SPECIAL ASSESSMENTS AS OF December 23, 20 15, AFFECTING THE LANDS INCLUDED IN THE PLAT OF ASTER HILLS ESTATES.

DATE: December 23, 2015

PAMELA F. REEVES, COUNTY TREASURER

NOTES

"The sanitary sewer, water main and storm sewer easements described as "sanitary sewer, water main, and storm sewer" on Sheets 2, 3, 4, 5 & 6 of this plat are granted to the City of Muskego, Waukesha County, Wisconsin (Grantee) with the right, permission and authority to enter upon, construct, install, inspect, test, operate, maintain, replace and repair mains, pipes, risers, and other conveyances above and below ground, together with appurtenances thereto (Facilities), in, through, under, across, and upon said easements. The right, permission and authority is also granted said Grantee, to trim and/or cut down trees and/or brush where said trees and/or brush interfere with the installation or maintenance of the Facilities or represent a hazard to such Facilities. The land must only be put to uses consistent with this easement such as lawn areas, parking lots and driveways. No obstruction of access to the Facilities or its appurtenances shall be created in the future in that no building or other structures or items that may interfere with inspection, maintenance or repair shall be located in the easement. Trees or shrubs may be allowed within the easement area upon written permission from the Grantee. The surface elevation of the land within the easements shall not be raised or lowered without the prior written approval of the Grantee. Grantee and its agents shall have the right to enter upon the easement for the purpose of exercising its rights herein described. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted."

"The drainage easements designated by the words "DRAINAGE EASEMENT, STORM SEWER and STORM SEWER & DRAINAGE EASEMENT on Sheets 2, 3, 4, 5, 6, & 8 of this plat shall be maintained by the owners of each lot that is burdened by such easement. Specifically, the owner of a lot where an easement is located shall maintain said easement located on such lot in an unobstructed condition so as to maintain its intended purpose. Construction of any building, grading or filling-in said easement is prohibited. In the event such property owner does not properly preserve or maintain the drainage easement area, the City of Muskego may send written notice to the lot owner indicating that the City has determined that that the drainage easement is not being properly preserved or maintained, and further indicating that the City of Muskego will perform such correction of the drainage easement area and/or maintenance if not properly done by lot owner. The above-referenced notice shall give the lot owner a minimum of seven (7) days to correct the problem, unless the City determines that a shorter period of notice, or no notice, is necessary due to exigent circumstances, the City of Muskego shall then have the authority, but not the obligation, to restore the drainage easement area and/or maintain any such drainage easement area referred to in said notice and shall have the right to charge the lot owner for any costs incurred by the City as a result of said restoration and/or maintenance. The City's rights of restoration shall include the right to remove any obstructions placed by the lot owner within the drainage easement area. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wisconsin Statutes. If such charges are not paid by any lot owner within the period fixed by the City of Muskego, the charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wisconsin Statutes, and shall extend upon the tax rolls as a delinquent tax against the lot owners lot as provided in Section 66.0627, Wisconsin Statutes."

"The storm water drainage obligations described herein are in addition to, and not to the exclusion or prejudice of, the obligations of the separately recorded Storm Water Management Practice Maintenance Agreement" recorded in the office of the Waukesha County Register of Deeds."

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

Certified December 10, 20 15

Department of Administration

EXHIBIT B CONT.

Aster Hills Estates
Storm Water Management Practice
Maintenance Agreement

Document Number

4162422

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

August 25, 2015 09:29 AM
James R Behrend
Register of Deeds

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

Book Page -

HBT of Aster Hills Estates LLC, as "Owner" of the property described below, in accordance with Chapter 13 MMSD and the City of Muskego Code of Ordinances agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

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

Name and Return Address

City of Muskego
Community Development Department
W182 S8200 Racine Avenue
P.O. Box 749
Muskego, WI 53150-0749

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

Tax Key No. MSKC 2253.998.003
& Part of MSKC 2253.998.004
Parcel Identification Number(s) – (PIN)

msk
Dul
30
10

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) as located in Exhibit B.
2. The Owner 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 City of Muskego ("City") or it's designee, the Owner shall, at it's own cost and within a reasonable time period determined by the City, have an inspection of the storm water management practice conducted by a qualified professional, file the professional's inspection report with the City which shall be subject to the City's approval, and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent from the requirements of Section 3, above, the City, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm water management practices or drainage easement to ascertain compliance with the intent of this Agreement and the activities described in Exhibit C and any applicable addenda that are subsequently recorded regarding this Agreement. The City may require work to be done which differs from the report described in Section 3, if the City reasonably concludes that such work is necessary or appropriate.
5. Upon notification by the City of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City.
6. If the Owner does not complete an inspection under Section 3 above or perform the required maintenance or repairs under Section 4 or Section 5 above within the specified time period, the City is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City, no notice shall be required prior to the City performing emergency maintenance or repairs. The City may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collect such amount in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
7. No changes or amendments to this Storm Water Management Practice Maintenance Agreement may be made without the written approval of the City. The City has the unilateral authority to update this Agreement based upon any physical modifications to the storm water management practices and drainage easements described

herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Waukesha County Register of Deeds, and giving notice thereof to the Owner.

8. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns in interest of the Property. Such heirs, successors and assigns shall be deemed the "Owner" as used herein upon acquiring an interest in the Property.
9. Owner may establish a Homeowners Association to manage and maintain the Storm Water Management Practices.

Owner:
HBT of Aster Hills Estates LLC
By: Towne Realty, Inc., manager

By: William A. Wigchers, Vice President

STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally came before me this 14th day of August, 2015, the above named William A. Wigchers, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC TERRI A. BRATZ STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission expires 6-17-17

City of Muskego:

Mayor Kathy Chiaverotti

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 19th day of August 2015, the above named Kathy Chiaverotti, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission 1-11-2019

This document was drafted by:

Attorney Eric J. Larson
Arenz, Molter, Macy, Riffle & Larson, S.C.
720 N. East Avenue
Waukesha, WI 53186

Kellie McMullen NOTARY PUBLIC STATE OF WISCONSIN

Exhibit A – Legal Description

Legal Description of Aster Hills
Except Park Land and Conservation Land

Parcel 1 of Certified Survey Map 6039 and part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 24, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; Thence North 87°32'27" East along the North line of said 1/4 Section 897.92 feet to a point; thence South 02°27'33 East 30.00 feet to the South line of Priegel Drive and the point of beginning of the lands to be described; thence North 87°32'27" East along said South line 336.19 feet to a point; thence South 39°57'33" East along said South line 126.08 feet to a point; thence Southeast 76.59 feet on said South line and the arc of a curve whose center lies to the Northeast, whose radius is 1004.93 feet and whose chord bears South 58°49'10" East 76.57 feet to a point; thence South 39°57'33" East 178.07 feet to a point; thence South 09°33'35" West 65.08 feet to a point; thence South 39°57'33" East 276.22 feet to the West line of North Cape Road; thence South 09°32'33" West along said West line 475.18 feet to a point on the North line of Certified Survey Map No. 866; thence North 82°18'14" West along said North line 290.51 feet to a point; thence South 07°41'46" West along said West line of said Certified Survey Map and the West line of Certified Survey Map No. 196 a distance of 370.04 feet to a point; thence South 82°18'14" East along the South line of Certified Survey Map No. 196 a distance of 278.58 feet to a point on the aforesaid West line of North Cape Road; thence South 09°32'33" West along said West line 308.74 feet to a point of curve; thence Southwesterly 268.84 feet along said West line and the arc of a curve, center lying to the East, whose radius is 1687.02 feet, with a chord which bears South 04°59'17" West 268.56 feet to a point; thence South 87°32'08" West along the North line of Boxhorn Reserve Subdivision 869.93 feet to a point; thence North 77°18'59" West 142.92 feet to a point; thence North 45°53'27" West 149.11 feet to a point; thence North 24°15'14" West 294.70 feet to a point; thence North 78°58'20" East 110.45 feet to a point; thence North 66°59'53" East 137.58 feet to a point; thence South 86°52'47" East 59.96 feet to a point; thence South 51°33'20" East 55.33 feet to a point; thence South 14°43'50" West 53.39 feet to a point; thence South 68°26'59" East 47.31 feet to a point; thence North 14°37'52" East 68.43 feet to a point; thence North 78°22'38" East 60.03 feet to a point; thence South 66°19'49" East 108.99 feet to a point; thence South 72°32'35" East 135.58 feet to a point; thence South 33°26'27" East 102.56 feet to a point; thence Northeast 39.27 feet on the arc of a curve whose center lies to the Northwest, whose radius is 25.00 feet and whose chord bears North 11°33'33" East 35.36 feet to a point; thence North 33°26'27" West 19.94 feet to a point; thence Northwest 71.98 feet on the arc of a curve whose center lies to the Northeast, whose radius is 330.00 feet and whose chord bears North 27°11'31" West 71.84 feet to a point; thence North 20°56'36" West 296.53 feet to a point; thence Northwest 29.62 feet on the arc of a curve whose center lies to the Northeast, whose radius is 330.00 feet and whose chord bears North 18°22'18" West 29.61 feet to a point; thence South 74°12'00" West 110.95 feet to a point; thence South 52°56'35" West 86.32 feet to a point; thence South 69°45'25" West 86.44 feet to a point; thence South 59°35'37" West 175.09 feet to a point; thence South 79°39'36" West 134.82 feet to a point; thence South 88°34'46" West 181.26 feet to a point; thence North 01°25'14" West 630.02 feet to a point; thence North 88°34'46" East 348.80 feet to a point; thence South 55°00'54" East 251.01 feet to a point;

Exhibit A - Continued

thence North 24°29'49" East 87.25 feet to a point; thence North 14°18'51" East 151.49 feet to a point; thence North 18°11'28" West 47.38 feet to a point; thence North 05°15'06" West 67.70 feet to a point; thence North 04°15'13" East 98.55 feet to a point; thence North 01°57'44" West 114.59 feet to a point; thence North 06°49'57" West 38.41 feet to a point; thence North 77°41'43" East 155.97 feet to a point; thence Northerly 208.66 feet on the arc of a curve whose center lies to the East, whose radius is 280.00 feet and whose chord bears North 09°02'38" East 203.86 feet to a point; thence North 30°23'34" East 132.42 feet to a point; thence Northerly 48.01 feet on the arc of a curve whose center lies to the West, whose radius is 120.00 feet and whose chord bears North 18°55'52" East 47.69 feet to a point; thence Northwest 43.60 feet on the arc of a curve whose center lies to the Southwest, whose radius is 25.00 feet and whose chord bears North 42°29'42" West 38.28 feet to the point of beginning.

containing 1,935,316 square feet or 44.4287 acres.

POOR ORIGINAL

Exhibit B – Detention Ponds
Stormwater Practice Location Map

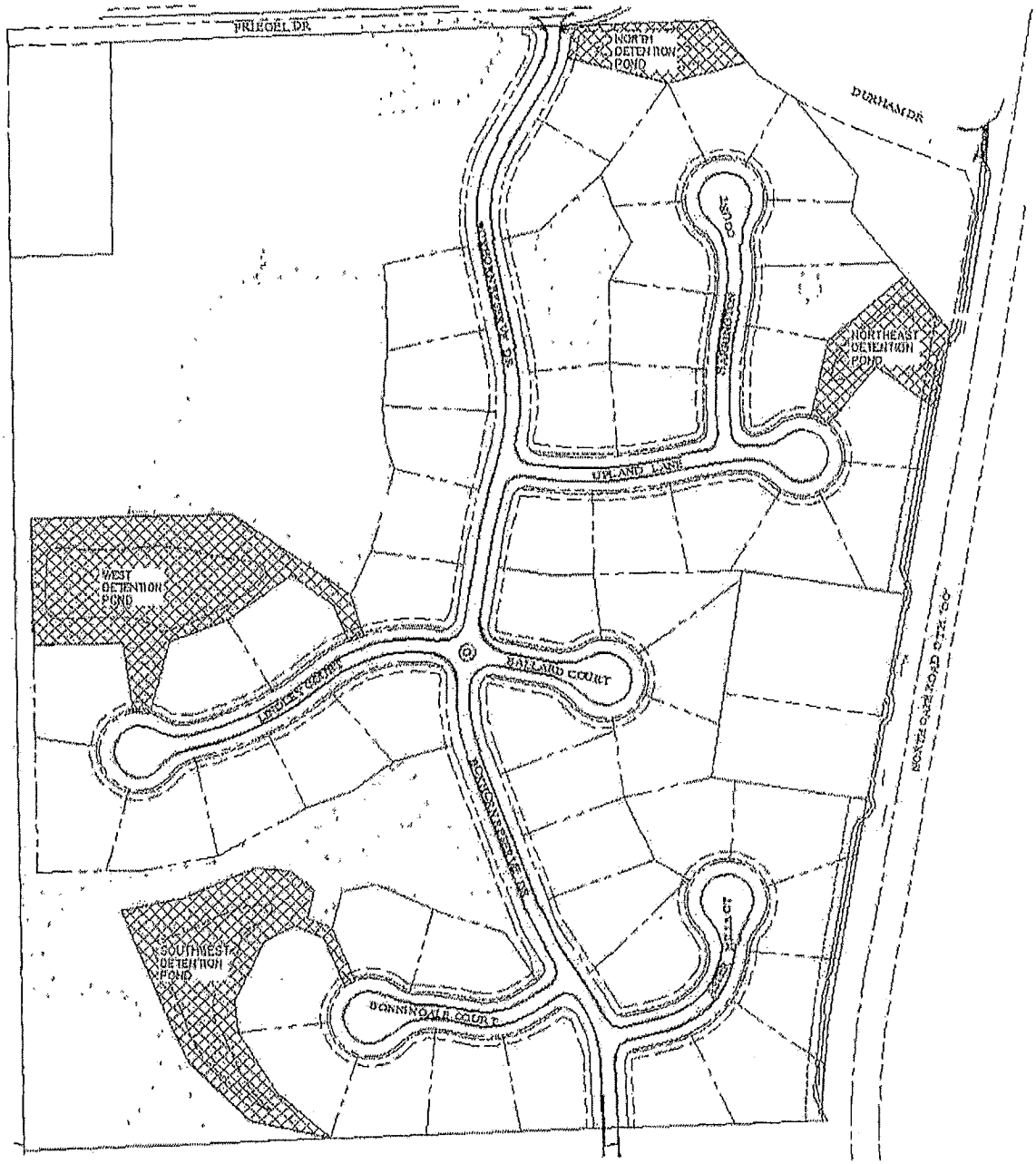


Exhibit B – Detention Ponds
North Detention Pond

POOR ORIGINAL

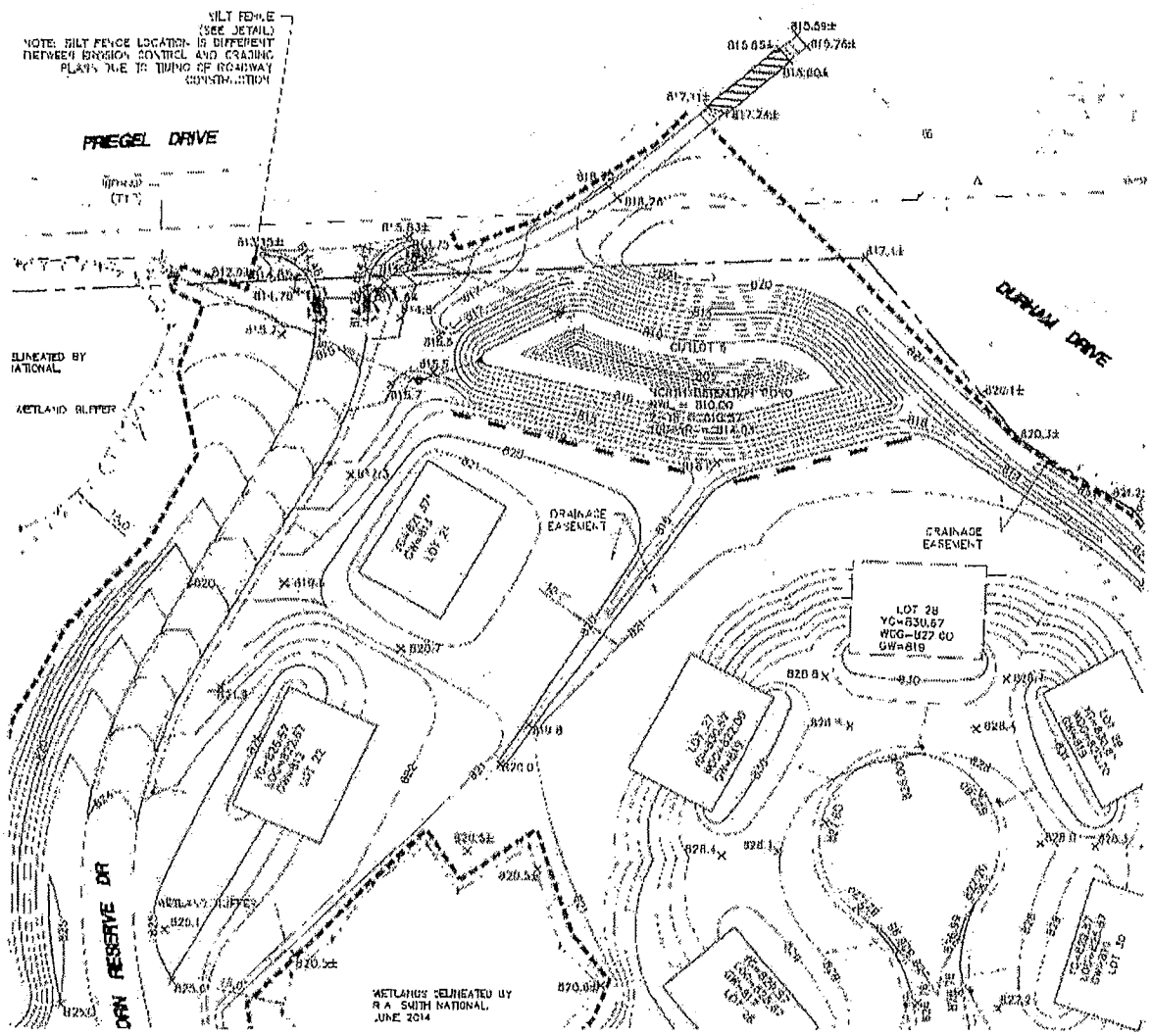
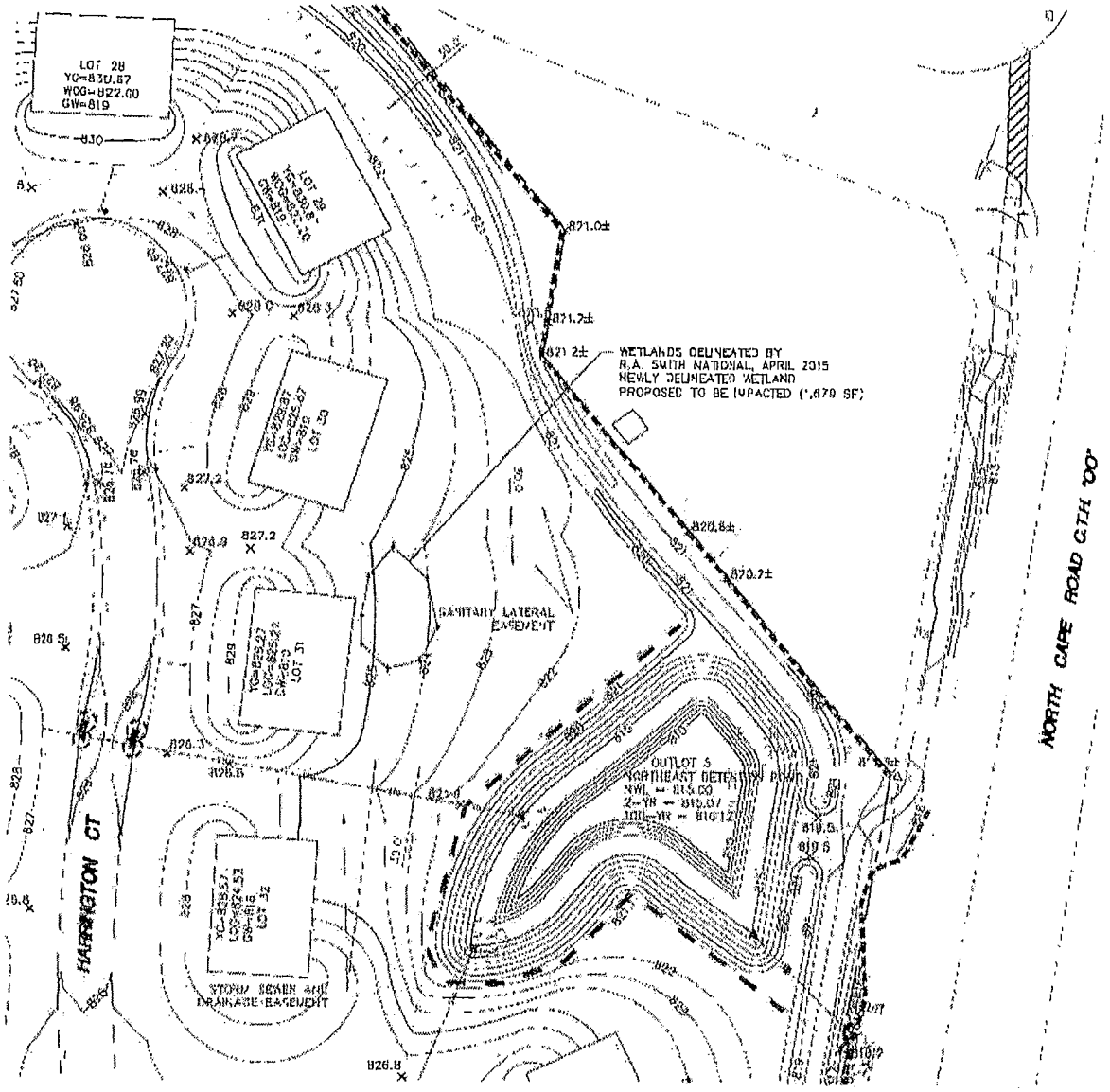


Exhibit B – Detention Ponds
Northeast Detention Pond

POOR ORIGINAL



POOR ORIGINAL

Exhibit B – Detention Ponds
West Detention Pond

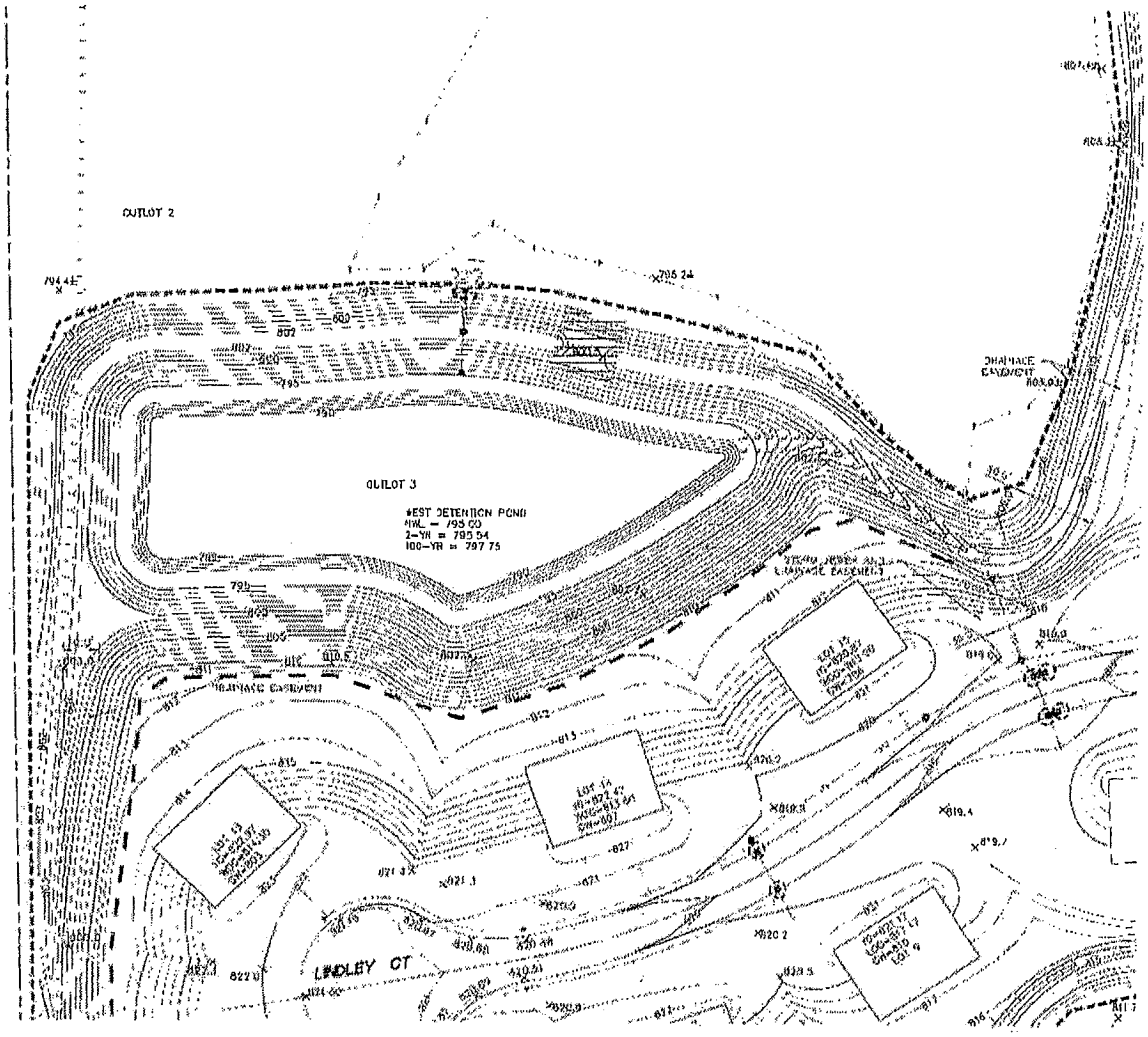


Exhibit B – Detention Ponds
Southwest Detention Pond

POOR ORIGINAL

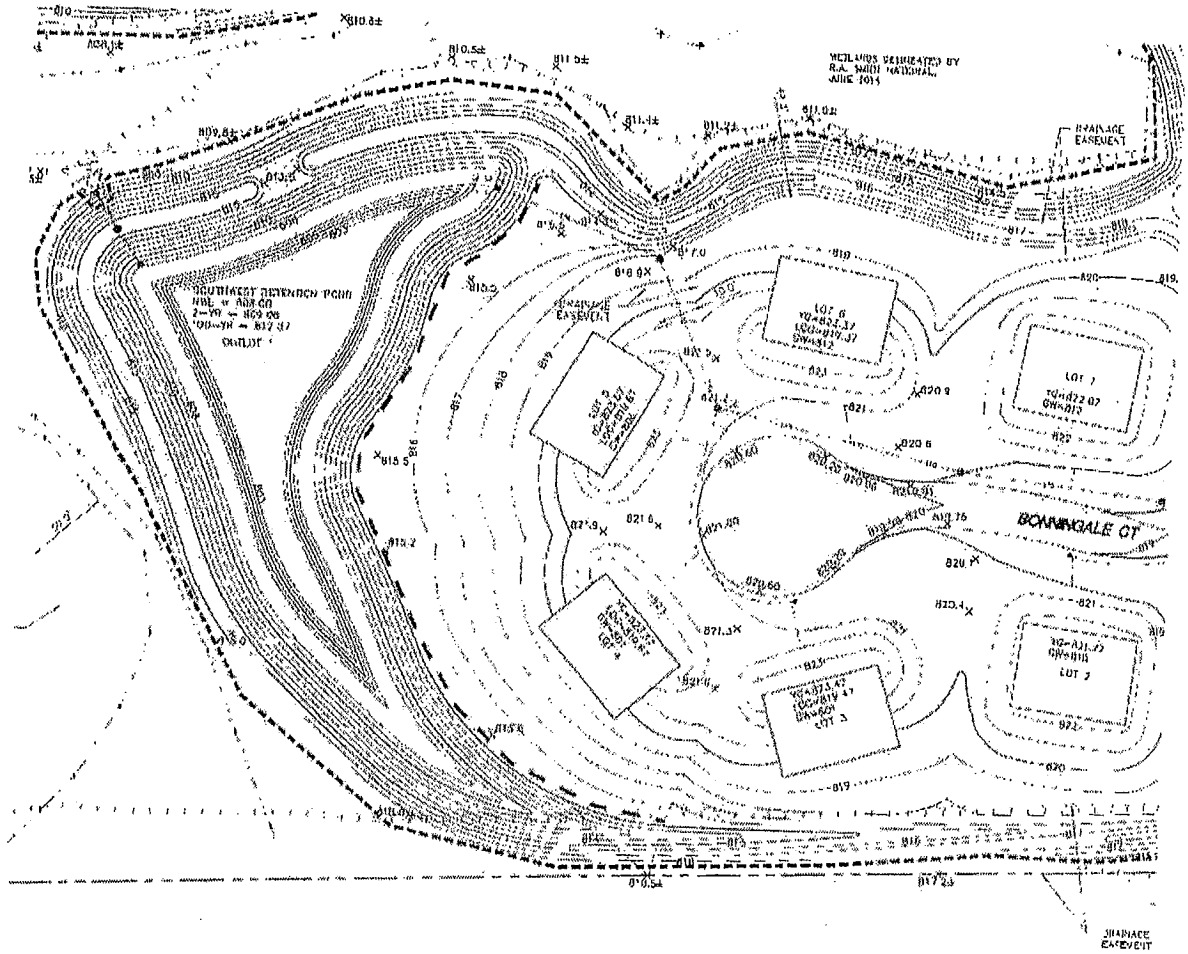


Exhibit C
Minimum Storm Water Practice Maintenance Requirements

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 Plan. 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.

WET DETENTION BASINS

System Description:
The wet detention basins are designed to together remove at least 80% of the Total Suspended Solids (TSS) in the site runoff and to reduce pre-development downstream peak flows. Swales function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan.

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

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the basins. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The basins are to be cleaned out prior to the depth of sediment impacting the ponds ability to remove TSS properly or affecting runoff rate reductions. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the basins or berms other than for sediment removal is allowed, unless otherwise approved by the City of Muskego.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. Mowing of prairie areas shall only be completed if the City of Muskego approves such mowing. Management of prairie areas should meet all City established guidelines.
10. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.