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Document Number

**RESTRICTIVE COVENANTS FOR
WOODLAND WATERS**

Title of Document

DOC # 2092853

Recorded

JULY 10, 2006 AT 05:21PM

Lots 1 - 24, Woodland Waters Subdivision, a recorded plat thereof, together with Outlots 1 - 6. Said land being in the Town of Yorkville, Racine County, Wisconsin.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$197.00



Lot #	Parcel #
1	018-03-21-05-010-101
2	018-03-21-05-010-102
3	018-03-21-05-010-103
4	018-03-21-05-010-104
5	018-03-21-05-010-105
6	018-03-21-05-010-106
7	018-03-21-05-010-107
8	018-03-21-05-010-108
9	018-03-21-05-010-109
10	018-03-21-05-010-110
11	018-03-21-05-010-111
12	018-03-21-05-010-112
13	018-03-21-05-010-113
14	018-03-21-05-010-114
15	018-03-21-05-010-115
16	018-03-21-05-010-116
17	018-03-21-05-010-117
18	018-03-21-05-010-118
19	018-03-21-05-010-119
20	018-03-21-05-010-120
21	018-03-21-05-010-121
22	018-03-21-05-010-122
23	018-03-21-05-010-123
24	018-03-21-05-010-124

197-

Recording Area

Name and Return Address
Landmark Title of Racine, Inc.

Parcel Identification Number (PIN)

**EXHIBIT A
LEGAL DESCRIPTION**

Lots 1 through 24, and Outlots 1 through 6, Woodland Waters Subdivision, a recorded plat thereof. Said land being in the Town of Yorkville, Racine County, Wisconsin.

From Tax Key Nos.: 51-018-03-21-05-010-000
 51-018-03-21-05-010-010
 51-018-03-21-05-010-020
and part of tax key no. 51-018-03-21-05-058-001

New Tax Key Numbers:

Lot 1	51-018-03-21-05-010-101
Lot 2	51-018-03-21-05-010-102
Lot 3	51-018-03-21-05-010-103
Lot 4	51-018-03-21-05-010-104
Lot 5	51-018-03-21-05-010-105
Lot 6	51-018-03-21-05-010-106
Lot 7	51-018-03-21-05-010-107
Lot 8	51-018-03-21-05-010-108
Lot 9	51-018-03-21-05-010-109
Lot 10	51-018-03-21-05-010-110
Lot 11	51-018-03-21-05-010-111
Lot 12	51-018-03-21-05-010-112
Lot 13	51-018-03-21-05-010-113
Lot 14	51-018-03-21-05-010-114
Lot 15	51-018-03-21-05-010-115
Lot 16	51-018-03-21-05-010-116
Lot 17	51-018-03-21-05-010-117
Lot 18	51-018-03-21-05-010-118
Lot 19	51-018-03-21-05-010-119
Lot 20	51-018-03-21-05-010-120
Lot 21	51-018-03-21-05-010-121
Lot 22	51-018-03-21-05-010-122
Lot 23	51-018-03-21-05-010-123
Lot 24	51-018-03-21-05-010-124

**RESTRICTIVE COVENANTS
FOR
WOODLAND WATERS**

Declaration of conditions, covenants, restrictions and easements regarding Woodland Waters Subdivision, Town of Yorkville, Racine County, Wisconsin (the "Declaration").

This declaration is made by Altamount Development, LLC, hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin, and the Thomas A. Dremel Revocable Trust Dated January 25, 2002, as owner of certain real property in Racine County, Wisconsin identified as Lot 1, Woodland Waters:

WHEREAS, the Developer holds title to certain real estate located in the Town of Yorkville, Racine County, Wisconsin, (the "Town") described in Exhibit A to this Declaration, which lands have been platted as Woodland Waters Subdivision, said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Woodland Waters Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in

accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

II. DEFINITIONS.

- A. Conservation Easement. Easement attached hereto as Exhibit "B" and incorporated herein by reference to protect open space and environmentally sensitive areas located on Outlots 1 through 6 of the Plat and pursuant to the Stewardship Plan.
- B. Land Trust. The Kenosha/Racine Land Trust, Inc., the holder of the Conservation Easement.
- C. Stewardship Plan. The Conservation and Stewardship Plan for the Subdivision prepared by Thompson and Associates Wetland Services, LLC dated January 6, 2006 and revised April 7, 2006, a copy of which is attached hereto as Exhibit "C".
- D. Plat. The recorded final plat of the Subdivision.
- E. Lake and Homeowner's Association. The Woodland Waters Lake and Homeowner's Association, Inc., a Wisconsin Non-Stock Corporation.
- F. Developer's Agreement. The Agreement between the Town and the Developer for the development of the Subdivision.
- G. Outlot(s). Outlots 1 through 6 as identified on the Plat.

III. TERMINATION

Except as otherwise specifically stated, these restrictions shall run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

- A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.

C. Sections III, XIII, XIV, XX, XXV, XXVII, XXVIII, XXIX, XXX, XXXII, XXXIV, XXXV, XXXVI, XXXVII, XXXIX of these Restrictive Covenants and the Grant of Conservation Easement and Stewardship Plan are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of Racine County, The Town of Yorkville and the Land Trust.

D. Section XXXIII of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of the owner of Lot 1 at the time the proposed termination, rescission or modification is presented.

IV. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

V. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. **Such plans and specifications shall be submitted to the Architectural Control Committee for approval before a building permit from the Town of Yorkville and/or Racine County is applied for.** Two copies of the building plan and two copies of the survey showing the building footprint are to be submitted to the Architectural Control Committee. The Architectural Control Committee may, at its sole discretion, approve, modify, conditionally approve, or deny a house plan submittal. The decision of the Architectural Control Committee shall be final. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee. Any lot owner violating any provision within this Section V is subject to the jurisdiction of the Racine County Circuit Court. Any violator of this Section V shall be subject to a

permanent and temporary restraining order and that no bond shall need to be filed by the Architectural Control Committee to enforce this Section V.

A. The design layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location **within thirty (30) days** after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The initial Architectural Control Committee is composed of Raymond C. Leffler, John G. Shannon, and Heidi S. Tremmel.

D. The address of the Architectural Control Committee is:

6949 Mariner Drive
Racine, WI 53406

E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Town of Yorkville and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

G. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

H. This Subdivision is subject to all Town and/or County regulations regarding conservation Subdivisions, including adherence to the Conservation Easement and Stewardship Plan (referenced elsewhere in these Restrictions). Buyer acknowledges that the Architectural Control Committee cannot grant any exception which would violate these regulations.

VI. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional shingles, cedar shake or masonry material approved by the Architectural Control Committee, with not less than a 6" to 12" (6/12) pitch. All residences shall have some brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation.

Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	2400 sq. ft. minimum
2 Story (Traditional)	3000 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	2800 sq. ft. minimum

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters.

The above size requirements exceed the minimum square foot requirements by the Town of Yorkville. The more restrictive requirements contained herein shall prevail.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided

further that no structure or part thereof shall be erected contrary to the Town of Yorkville ordinances. No structure or part thereof erected upon any *corner lot* in the Subdivision may be erected nearer than fifty (50) feet from the lot line adjacent to the street located at the side of such building. The *front yard* building setback line for each lot in the Subdivision shall be *fifty (50)* feet from the front lot line unless written approval is received from the Architectural Control Committee. The *side yard* setback shall not be less than *twenty (20)* feet on either side and the *rear yard* setback shall not be less than *fifty (50)* feet. The setback from the water shall be not less than *seventy-five (75)* feet.

VIII. GARAGES, DRIVEWAYS, AND LANDSCAPING

A minimum of a *three (3)* car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section provided such garage is constructed in conformity with local ordinance. *Detached garages of any size are prohibited.*

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

IX. UTILITIES AND ANTENNAS

All electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 36" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

X. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision, provided that the location and screening of any such system are approved by the Architectural Control Committee.

XI. HEDGES AND FENCES

A. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

D. Perimeter fencing of any lot is prohibited. However, recreational fencing is allowed behind the rear foundation of the home dwelling, but not to exceed the square footage of the dwelling footprint. The Architectural Control Committee approval is required on the type of material used to construct said fencing. **Chain link and galvanized steel fencing is prohibited.**

XII. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Town of Yorkville Ordinance regarding pet ownership within the Town limits. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee. All pets shall be carried or kept on a leash at all times. No pets shall be permitted to cause a nuisance or unreasonable disturbance. Any pet which causes such a nuisance or disturbance within the subdivision may be required to be permanently removed from the subdivision at the order of the Board of Directors. **Chain link and galvanized steel dog runs are prohibited.**

XIII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Construction activities related to improvements upon any lot shall not spill over or occur on any outlot within the Subdivision. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by the Town of Yorkville and Racine County. Finished yard grades must be approved by the Town Engineer before construction may commence. **The Developer shall collect from each lot purchaser, at the time of closing, a \$250.00 flat fee to be forwarded to the Town Engineer for the purpose of paying for this review.** Changes to this covenant are only allowed with written Architectural Control Committee approval and shall require the approval of the Town of Yorkville and Racine County. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Town Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Town under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to the Conservation Easement and Stewardship Plan and as required by the Town and Land Trust, and pursuant to the Developer's Agreement. The Developer shall have no liability except as provided for under the Conservation Easement and the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the Town of Yorkville and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, of the Lake and Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Lake and Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance pursuant to the Conservation Easement and Stewardship Plan and as required by the Town and/or

Land Trust, shall transfer to the Lake and Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Town and County Ordinances. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

XIV. SITE MODIFICATION

Portions of the Subdivision are located within wetlands areas and conservation areas as indicated on the Plat. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas and the Conservation Easement. Any proposed site grade modification must be approved by the Architectural Control Committee. In no case shall any site modification occur on any Outlots unless specifically authorized in the Conservation Easement and Stewardship Plan.

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area on the lot surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove more trees than necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed, and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

For clarification purposes, any tree with a trunk diameter of 3" (three inches) 4' (four feet) or more above ground level shall require the approval of the Architectural Control Committee for removal (unless dead or dying as stated above). Approval will not be unnecessarily withheld.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Yorkville Town Board (upon review and recommendation of the Town of Yorkville Plan Commission) and Racine County.

PLEASE SEE SECTION XXVII - EASEMENTS

XV. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

XVI. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

XVII. SWIMMING POOLS / RECREATIONAL EQUIPMENT

Swimming pools and spas are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Town of Yorkville and Racine County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal structure. *Above ground pools are prohibited in the Subdivision.*

Recreational equipment (swing sets, trampolines, volley ball nets, jungle gyms, etc.) is allowed within the subdivision provided such equipment is placed in the rear yard of the residence. Recreational equipment is prohibited in side yards.

XVIII TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within sixty (60) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. In no case shall any removed trees, brush, stumps, roots or other similar materials be placed or dumped upon any Outlots.

PLEASE SEE SECTION XIV (SITE MODIFICATION) REGARDING TREE REMOVAL.

XIX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is currently licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of **any** vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XX. LOT AND OUTLOT MAINTENANCE

Lot Maintenance. Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Town of Yorkville and Racine County ordinances regarding weed control.

Entry Sign Easement Maintenance. Outlots 1 and 5 within the Subdivision contains an area which has been designated as an "Entrance Sign Easement" area, which is shown on the final Plat for the Subdivision. The Lake and Homeowner's Association shall be required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape area within the Outlot may result in the Land Trust and/or Town of Yorkville maintaining said landscape easement and assessing the individual lot owners for any costs pursuant to the Conservation Easement. Maintenance of the Entry Sign Easement located within Outlots 1 and 5 shall be subject to any restrictions contained in the Grant of Conservation Easement and Stewardship Plan.

Outlot Maintenance. All Outlets are protected by the Conservation Easement. The Conservation Easement contains provisions that prohibit certain uses on the Outlots. The Outlots shall be managed pursuant to the Stewardship Plan. The Stewardship Plan shall be updated every five (5) years unless the Lake and Homeowner's Association and Land Trust both agree to an earlier update. Any updated plan must be approved by the Lake and Homeowner's Association and the Land Trust. In the event the Developer, its successors and assigns, including the Lake and

Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular maintenance required for its properties within the Subdivision, including pursuant to the Conservation Easement and Stewardship Plan, the Land Trust and/or Town of Yorkville may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Town of Yorkville as a special assessment against all of the properties in the Subdivision which border the properties, or the Town of Yorkville may seek a mandatory injunction requiring the Lake and Homeowner's Association to levy and collect assessments for such purpose.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Town of Yorkville Town Board (upon review and recommendation of the Town of Yorkville Plan Commission), the Land Trust and Racine County.

XXI. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveways**) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy, subject to Town of Yorkville and Racine County Ordinances; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

XXII. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or permanently. **No previously used building shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.**

XXIII. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and

sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners. There shall be absolutely no dumping of trash or yard waste within any of the Outlots.

XXIV. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Town of Yorkville ordinances, a single detached accessory building (not to exceed 16'x20') shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved, prior to construction, by the Architectural Control Committee and the Town of Yorkville and/or Racine County, if required,* and provided that said building is not used for the storage of a motor vehicle (i.e. private passenger vehicle) and does not contain any overhead door. Said accessory building shall be substantially the same as the residence on the lot including siding and roofing materials. A building permit will be required from the Town of Yorkville and a zoning permit from Racine County prior to the construction of said accessory building. For purposes of this Section XXIV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Town of Yorkville and Racine County permits, if required, are the responsibility of the lot owner.

XXV. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the subdivision affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

No such modification(s) shall be made, however, without the prior written approval of the Town of Yorkville Town Board (upon review and recommendation of the Town of Yorkville Plan Commission), the Land Trust, and Racine County as to Sections III, XIII, XIV, XX, XXXII, XXXIV, XXV, XXVII, XXVIII, XXIX, XXX, XXXV, XXXVI, XXXVII, XXXIX. The grant of Conservation Easement and Stewardship Plan may only be modified pursuant to the terms of the easement.

XXVI. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee and/or any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him/her, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

XXVII. EASEMENTS & PRESERVATION EASEMENTS

Easements have been reserved for various public and semi-public purposes on the recorded plat and as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Town for any ordinances.

A. **Entry Sign Easement.** Outlots 1 and 5 contain an area which has been designated as a "Entry Sign Easement" area, which is shown on the Plat for the Subdivision. The Lake and Homeowner's Association is required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds as required by the Town). Failure to maintain the landscape areas within the Outlots pursuant to the Conservation Easement and Stewardship Plan may result in the Land Trust and/or Town of Yorkville maintaining said landscape easement and assessing the individual lot owners for any costs.

B. **Developer's Reservation and Right to Grant Easements.** Developer hereby reserves unto itself and for the Lake and Homeowner's Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Outlots for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Town of Yorkville or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Lake and Homeowner's Association power of attorney to execute all

necessary documents for the creation of such easements on the lot Owner's behalf.

C. **Easement for Construction, Access and Maintenance.** Developer hereby reserves for itself and for the Lake and Homeowner's Association a right of access over, across, and through the Outlots for purposes of: (i) constructing and maintaining improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

D. **Easement for Placement of Advertising Signs.** Developer hereby reserves for itself a right of access over, across, and through the Outlots to place signs advertising the sale of Lots within the Subdivision on the Outlots.

E. **Easement for the Maintenance and Management of Outlots.** Developer hereby reserves for itself and for the Lake and Homeowner's Association the right to implement the Stewardship Plan, and maintain the Outlots consistent with the Conservation Easement and Stewardship Plan.

F. **Conservation Easement.** Developer hereby reserves for itself and the Lake and Homeowner's Association the right to grant and execute the Conservation Easement attached hereto as Exhibit "B". The Town and, as provided for in the Conservation Easement, the Land Trust shall have the right to enter onto the Outlots to ensure compliance with the Conservation Easement and Restrictive Covenants.

G. **Easements to Run with the Land.** All right and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of: (1) the Developer; (2) the Lot Owners; (3) the Lake and Homeowner's Association; and (4) the Town of Yorkville.

H. **Preservation Easements and Wetlands.** Lands lying within any designated Preservation Easement (secondary environmental corridor and/or wetlands as identified on the Final Plat as Outlots 1 through 6) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, (except for diseased, non-indigenous species or noxious weeds as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or depositing yard waste of any type; and grazing of domesticated animals, where applicable.

The construction of any buildings within the designated secondary environmental corridor (SEC) is generally prohibited, except for a designated building envelope as set forth on the individual plats of survey for each parcel. The building envelope is defined

as the footprint of the proposed residence plus a reasonable, clear-cut distance around the building, but not to exceed 25 feet around the perimeter of the dwelling.

Wetland areas located within the Outlot areas must maintain a twenty-five (25) foot "no-disturbance" zone as shown on the final plat.

I. Easement for Utilities and Drainage. Easements for the installation and maintenance of utilities, drainage facilities, and storm water retention or detention areas are dedicated to the Town of Yorkville, as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained on a day-to-day basis by the owner of the lot. More extensive maintenance such as re-grading shall be the responsibility of the Lake and Homeowner's Association. Any storm water retention basins shall be maintained by the Lake and Homeowner's Association. Any public storm sewer shall be owned by the Town of Yorkville. The Developer, its successors and assigns, herewith grant to the Town of Yorkville, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision. The Developer will grant any other easements to the public utilities necessary to service the lots and will grant all easements as required by the Town of Yorkville.

I. Street Tree Easement. Each lot owner shall plant one to two trees per lot of a species approved by the Town of Yorkville of at least two (2) inches diameter measured at six (6) inches above the top of the root ball. The trees shall be planted in the tree easement area adjacent to the Town's right-of-way as depicted on the plat for the subdivision and in accordance with a tree planting plan to be approved by the Town Board. A mixture of trees shall be chosen from an approved list provided by the Town. The Town may, in considering the submitted tree planting plan, permit exclusions to the tree planting requirements where the lot is, in the reasonable opinion of the Town Board, sufficiently wooded. The lot owners retain all responsibilities for the area and maintenance of any trees planted within the easement area. In the event a planted tree fails, the lot owner shall replace it within six (6) months of such failure.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Yorkville Town Board

(upon review and recommendation of the Town of Yorkville Plan Commission) and Racine County.

XXVIII. OUTLOTS & STEWARDSHIP PLAN

The Plat for the Subdivision shows six (6) Outlots. Due to the Conservation Subdivision Ordinance for the Town of Yorkville (Chapter 28 of the Code of Ordinances), all outlots are subject to the Conservation Easement and Stewardship Plan for the Subdivision. *All lot purchasers are urged to review the Conservation Easement and Stewardship Plan which contains a five (5) year implementation and management plan.* Developer is responsible for implementation of the plan. Purchasers are hereby notified that the amount shown to maintain and monitor the Outlots for the initial five (5) year period has been paid by the Developer, however, any unforeseen maintenance, management, restoration or repairs and the cost thereof required under the Conservation Easement shall be the responsibility of the Lake and Homeowner's Association. A copy of the estimate of the costs for the implementation of the Stewardship Plan and management of the common space for its first five (5) years is attached as Exhibit "D". The Developer has no further obligation following the initial payment to maintain and monitor the outlots assuming the Developer has complied with the Stewardship Plan. After the initial five (5) year period, the Lake and Homeowner's Association shall be solely responsible for management, and costs thereof, for the Outlots pursuant to the Conservation Easement and Stewardship Plan. In addition, the Town of Yorkville retains the right to verify management according to the Conservation Easement and Stewardship Plan. In the event that the Developer, its successors or assigns including the Lake and Homeowner's Association, fails to manage all or any portion of the Outlots in accordance with the Conservation Easement and Stewardship Plan and all applicable laws, rules, and regulations, the Land Trust and/or Town may take action pursuant to the Conservation Easement.

The Outlots will be annually assessed to ensure compliance pursuant to the Conservation Easement and the costs for such annual assessment shall be borne by the Developer and its successors and assigns as provided for in the Conservation Easement and Stewardship Plan. The Town of Yorkville requires the Conservation Easement and Stewardship Plan to remain in place in perpetuity. The Lake and Homeowner's Association will be responsible for renewing the Stewardship Plan with the initial management and monitoring firm, or another reputable firm acceptable to the Town of Yorkville and the Land Trust.

Each owner of a lot in the Subdivision receives a 1/24th common ownership interest in said Outlots. The developer and all subsequent owners warrant and represent

that said outlots for assessment purposes will have no value per se, and the 1/24th interest in said outlots would be assessed with each of the buildable lots.

In the event said outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/24th per buildable lot, of the taxes due on said outlots. In the event that these taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.

In addition, the Lake and Homeowner's Association has been developed to protect and maintain said Outlots. SEE SECTION XXX FOR Lake AND HOMEOWNER'S ASSOCIATION INFORMATION.

The restrictions set forth in this section may not be modified or removed without the prior written approval of both the Town of Yorkville Town Board (upon review and recommendation of the Town of Yorkville Plan Commission) and Racine County.

XXIX. CUL-DE-SAC, OUTLOT, WALKING TRAIL, DETENTION PONDS, ENTRY MONUMENT, MAINTENANCE AND RECREATIONAL LAKE

Landscape Islands: Landscape islands are located within the cul-de-sacs which are part of the road right-of-way which has been dedicated to the Town of Yorkville. While the lot owners in the Subdivision shall have no ownership interest in the landscape islands, the plantings located on the landscape islands shall be maintained in perpetuity by and at the expense of the Lake and Homeowner's Association. Any change to the landscape islands shall be approved by the Association.

Walking Trails: The subdivision also contains walking trails within the outlot areas for the use of the residents. The maintenance of these areas shall be the responsibility of the Association in perpetuity. Lot owners are advised to view the recorded plat for the subdivision for locations of wetland areas located within the Outlot(s). These areas shall be maintained in perpetuity by the Association as required by the Town of Yorkville, Racine County, Wisconsin Dept. of Natural Resources, and/or the Army Corps. Of Engineers.

Residents, guests and invitees are encouraged to utilize the walking trail and to observe the following requirements: 1) no motorized vehicles of any kind are allowed on the walking trail or within the outlot areas, except as needed to mow grasses and repair or maintain the trail; 2) residents walking their dogs on the walking trail are required to clean up after their pets. Failure to clean up after their pets may result in the

Association prohibiting pets on the walking trail; and 3) stay on the trail system and do not encroach into your neighbor's yards.

Detention Ponds: The subdivision contains one or more detention ponds for stormwater management purposes. These ponds may be considered "wet" or "dry" ponds and are located in the Outlot areas of the subdivision. Maintenance and long term monitoring and upkeep of these ponds shall be the responsibility of the Association in perpetuity, including controlling weed and algae growth. These ponds are not designed for swimming and the Association hereby forbids, in perpetuity, swimming, wading, etc. in detention ponds.

The Town has the right to inspect all ponds within the outlots. In the event the association should cease to exist or should fail to fulfill its obligations to maintain the ponds, the Town of Yorkville may, but is not obligated to, cause such maintenance to be performed and levy the costs thereof against all the properties within the subdivision.

Outlot and Easement Maintenance. The Lake and Homeowner's Association are responsible for all Outlot and easement maintenance once control has been handed over to the association. In the event the Lake and Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay the real estate taxes assessed against its properties within the subdivision, the individual lot owners shall be responsible. If the association and/or individual lot owners fail to fulfill their obligations, the Town of Yorkville may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Town of Yorkville as a special assessment against all of the properties in the subdivision which border the properties, or the Town of Yorkville may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

Entry Monument: An entry monument may be erected at the entrance of the subdivision, which, if installed, shall be located within Outlot 1 or Outlot 5, but shall be outside of any road right-of-way. Upon completion of the installation of any entry monument, the association shall maintain said monument in perpetuity including the care of any landscaping around said monument and the maintenance and repair of any entry signage.

Recreational Lake: Located within the subdivision is an approximately 9 acre lake which is abutted by residential lots and open space, with a 66' wide public access on the west end of the Lake. The Lake is part of Outlot 4 and is protected by the

Conservation Easement. Management and long-term monitoring and upkeep of the lake shall be the responsibility of the Association in perpetuity including controlling weed and algae growth. The use of the Lake is strictly monitored through the rules and regulations attached at the end of these Restrictive Covenants, which are incorporated herein and made a part of these Restrictive Covenants. Any violation of the Rules and Regulations shall be deemed a violation of these Restrictive Covenants.

The restrictions set forth in this section, including the Rules and Regulations governing the 9-acre lake, may not be modified or removed without the prior written approval of both the Town of Yorkville Town Board (upon review and recommendation of the Town of Yorkville Plan Commission) and Racine County.

XXX. LAKE AND HOMEOWNER'S ASSOCIATION

Developer has formed the Lake and Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development which are designated as Outlots, including obtaining the necessary insurance, landscape plantings, lake maintenance, entry monument(s) and walking trails and, if necessary, to maintain other easement areas as designated by the final plat. Lake maintenance shall include the necessary applications for aquatic plant control by a licensed, certified and fully insured biologist.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
John G. Shannon	Director
Heidi S. Tremmel	Director

The Homeowner's Association shall be managed by the Board of Directors appointed by the Developer until such time as the Lake and Homeowner's Association is turned over to the lot owners according to the By-Laws for the Lake and Homeowner's Association. Each owner has been provided with a copy of the By-Laws. The Lake and Homeowner's Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

XXXI. LAKE AND HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Lake and Homeowner's Association in the amount of

\$849.00 as a start-up fee. This fee shall only be due upon the initial sale of the lot from the developer and shall not apply to the re-sale of any lots. In addition, disclosure is made that the annual fee for the Lake and Homeowner's Association shall be \$750.00. In addition, Lots 2 through 9, with Lake frontage, shall have an additional annual fee in the amount of \$450.00. The annual association fee shall cover the time period of January 1 to December 31 of any given year. At the time of closing on individual lots, the annual association fee shall be prorated on the closing statement and collected at closing. The Lake and Homeowner's Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Lake and Homeowner's Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Lake and Homeowner's Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Town of Yorkville for tax purposes. Additional fees may be imposed as required and pursuant to the Conservation Easement and Stewardship Plan.

XXXII. MAILBOX / U.S. POSTAL SERVICE DELIVERY/UNIFORM ADDRESS SIGNS / MATCHING LAMP POSTS

Purchasers of lots within the Woodland Waters Subdivision are hereby notified that the United States Postal Service has designated specific locations for the placement of mailboxes which may include single, double, triple and quad mailbox placements. Buyer acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be charged an amount of \$500.00 for the mailbox and installation. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted. This charge is only applicable on the sale of the lot from the Developer to the initial purchase. The Town of Yorkville requires the installation of a uniform address sign for each lot. At the time of issuance of a building permit for each lot, the lot owner shall pay to the Town the amount required for the purchase and installation of the Town's uniform address sign.

Each lot owner shall install a column mounted, sensor controlled, electric coachlamp at such time as a home is constructed on the lot. Coach lamps installed under this section shall be located within ten feet (10') of the road right-of-way. Nothing in this section shall be construed to prevent the installation of more than one light fixture. The coach lamps shall be purchased from the Developer at the time of closing at an amount to be provided and disclosed in the Offer to Purchase and will be charged to the buyer at the time of closing.

The location of each light and mailbox installed under this section shall be approved by the Architectural Control Committee.

XXXIII. LOT 1

Disclosure is hereby made that Lot 1 of Woodland Waters Subdivision is an eight (8) acre parcel containing an existing single family residence and outbuilding. The owner of Lot 1 as of the time of development, the Thomas A. Dremel Revocable Trust Dated January 25, 2002, is the original owner of a large portion of the land that has now been platted as Woodland Waters Subdivision. Thomas A. Dremel and Connie L. Dremel, husband and wife, reside in the existing home on Lot 1. As such, Mr. and Mrs. Dremel have joined in the execution of all necessary documents in order to effect the development of the subdivision. Mr. and Mrs. Dremel will also be a member of the Lake and Homeowner's Association. However, Lot 1 contains improvements including, but not limited to, accessory structures including a detached 2 ½ car garage and pole barn, fencing and chain link dog runs, exterior television antenna, existing private beach area and piers, existing tree stumps and vegetation, existing signage, existing gravel/asphalt drive to Walden Drive (previously existing drive to 65th Drive to be closed), existing grade and erosion control measures (as may be modified by the Town of Yorkville) that were in existence prior to the development of the subdivision. Mr. and Mrs. Dremel also have several horses. These improvements, and the right to keep horses on their property (Lot 1) are not extinguished by the development of the property and the imposing of these Restrictive Covenants or the By-Laws for the Lake and Homeowner's Association so long as they are in compliance with applicable Town ordinances. In addition, although Mr. and Mrs. Dremel will be Members of the Association, their annual dues and start-up dues will be less than those of the remaining 23 lots in the subdivision due to pre-existing conditions and the fact that Lot 1 contains its own sanitary disposal system which is not, and will not, be included in the community sanitary disposal systems. All maintenance, repairs, and replacement expenses involved in the sanitary disposal system for Lot 1 shall remain as the sole responsibility of the owner of Lot 1, whether Dremel or a subsequent owner. The Lake and Homeowner's Association shall have no responsibility or liability in any way for any maintenance, repairs or replacement of the system on Lot 1. The Reserve Fund Deposit due on Lot 1 shall be \$0.00 and the annual association fee shall be \$1,050.00, which includes the annual association fee and the lake frontage annual fee. The annual association fee for Lot 1 shall be subject to review and increase the same as the remaining 23 lots only after a vote of all members of the association at a duly called Lake and Homeowner's Association meeting and may only be increased in the same percentage as the increase allocated to all other lots in the subdivision.

The rights retained by Mr. and Mrs. Dremel as to retaining the existing uses on Lot #1 as outlined above, shall run with the land.

XXXIV. RESTRICTED/PROHIBITED VEHICULAR ACCESS

The following lots shall have restricted or prohibited vehicular access:

Lots 16 shall have restricted vehicular access within 50' of the intersection of Walden Drive and Thoreau Court.

All Outlots shall have restricted vehicular access to any streets within the subdivision except for maintenance vehicles required to maintain or repair landscaping or community mound systems.

XXXV. WATER & WASTEWATER SERVICES

All lots within the subdivision shall be serviced by individual private wells. All wells shall be installed by a licensed well driller and shall be registered with the State of Wisconsin as required by state law. All installation, maintenance, repair and replacement costs for each well shall be borne solely by the individual lot owner.

With the exclusion of Lot 1 which contains a private mound system, all lots within the subdivision shall be serviced by community mound systems for the disposal of sanitary waste. The subdivision contains four (4) mound systems which shall be initially installed and paid for by the developer. The cost to connect to the mound system servicing an individual residence shall be the responsibility of the individual lot owner. The community mound septic system has been designed by North Cape Tile and approved by the State of Wisconsin. The Developer shall have no liability for any claims related to, or arising out of, any failure of the system as a whole or any failed individual part. After the initial installation of the community mound systems, the maintenance, repair and replacement costs shall become the responsibility of the Lake and Homeowner's Association in perpetuity. The landowner is responsible for his/her tank and lateral line to the road right of way. If there is any damage caused to the community mound system servicing individual properties, that can be directly attributed to an individual property owner, that property owner shall be personally responsible for the repair and/or replacement of the mound system, as required. The mound systems shall be inspected annually by a qualified consultant with a written report being delivered to the Lake and Homeowner's Association and the Town. The Town shall have no ownership interest in and no responsibilities for any mound system. The Lake and Homeowner's Association shall become a member of Diggers Hotline to ensure the integrity of the mound systems.

XXXVI. FIREARMS / HUNTING

The discharge and/or shooting of all firearms on outlots is prohibited. This prohibition shall include air and spring powered firearms including, but not limited to, BB guns, pellet guns and guns firing glass beads or paint balls.

XXXVII. DAM MAINTENANCE RESPONSIBILITIES

Maintenance of the dam, and all components thereof, including any repairs and/or upgrades required shall be the responsibility of the Lake and Homeowner's Association and the property owners according to their respective common ownership of the outlots.

XXXVIII. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid.

XXXIX. TOWN AND COUNTY ORDINANCES

Notwithstanding the provisions contained in these Restrictive Covenants, the lot owners of all lots within the Subdivision shall comply with all applicable Town and County ordinances. The Town of Yorkville and Racine County have not waived their ability to enforce any ordinances, laws or regulations against any of the lots and outlots within the Subdivision now or in the future, and these Restrictive Covenants have not created any specific grandfathered right to any use or structure described herein.

IN WITNESS WHEREOF, Altamount Development, LLC. has caused these presents to be executed this 7th day of July, 2006.

Altamount Development, LLC

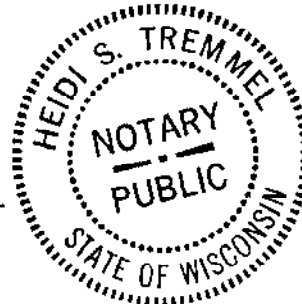
By: Raymond C. Leffler
Raymond C. Leffler Member

By: John G. Shannon
John G. Shannon Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 7th day of July, 2006, the above named Raymond C. Leffler and John G. Shannon, Members of Altamount Development, LLC, to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

Heidi S. Tremmel
* Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 3-21-10



OWNERS OF LOT 1
THOMAS A. DREMEL REVOCABLE TRUST DATED JANUARY 25, 2002

Thomas A. Dremel
Thomas A. Dremel, Trustee

Connie L. Dremel
Connie L. Dremel, as to any Marital Property Rights

WOODLAND WATERS LAKE RULES AND REGULATIONS

Section 1. General

- 1.1 These Rules and Regulations are adopted in order to ensure the public health, safety, and welfare in the area of the Woodland Waters Lake and are made a part of the Restrictive Covenants of Yorkville Estate Subdivision. This lake is part of Outlot 4 of the Woodland Waters Subdivision and is protected by the Conservation Easement as defined in the Restrictive Covenants for the Subdivision.
- 1.2 These Rules and Regulations are intended to supplement all future boating and safety regulations of the Woodland Waters Lake.
- 1.3 The following are prohibited on the Lake, Outlot 2, Outlot 3, Outlot 4 and within the riparian shoreline limits on property adjacent to the Lake:
 1. Depositing brush, litter, trash, or waste except into receptacles placed for that purpose.
 2. Lighting or using a fire, including but not limited to cooking devices.
 3. Possessing or consuming alcoholic beverages.
- 1.4 If the Association, or their designee, determines that emergency or overcrowding conditions exist, they may temporarily limit or suspend recreational use of the Lake and adjacent subdivision property, pending further action by the Board of Directors.
- 1.5 A nightly curfew, prohibiting any use or occupancy of the Lake or subdivision property adjacent to the Lake shall be observed between the hours of 10:00 pm and 5:00 am.
 - a. Upon written application, the Board of Directors may issue a special permit to an individual within the subdivision for use or occupancy of the Lake and adjacent subdivision property between the hours of 10:00 pm and 5:00 am.
 - b. If, on the written report of the households abutting the Lake and adjoining subdivision property, the Board of Directors determine that an extended curfew is necessary for the public safety or welfare, the Board may extend the curfew to the hours from sunset to sunrise or otherwise by causing notice of such extension to be posted on the premises.
 - c. With reference to both a and b above, the Board
 - (1) may limit their action to specified areas or include all subdivision property adjoining the Lake;

- (2) shall provide all owners with copies of any special permits or posted notices; and
- (3) shall state the duration of any permit or curfew extension, neither of which may exceed one year.

Section 2. Boats, Skis, Vehicles, Crafts, and Other Conveyances

2.1 Definitions:

- a. The term "craft" as used herein shall mean all types of boats, skis, vehicles, and conveyance which can be used on or in the Lake, including but not limited to: canoes, kayaks, sailboats, catamarans, and sailboards; where the context so requires or permits, it shall also include automobiles, trucks, ice boats, and snowmobiles.
- 2.2 All craft using Woodland Waters Lake and subdivision owned portions of its shoreline must be certified and registered in accordance with the laws of the State of Wisconsin, if applicable.
- 2.3 No craft shall be powered by motor or engine on or beneath the surface of the Lake for commercial or recreational purposes unless:
- a. The motor is electric; or
 - b. The craft is being used for the purposes of protecting the safety, health and environment of the public.
- 2.4 Motorized craft shall not exceed a speed of 10 miles per hour, except for the purposes of law enforcement or rescue being performed by Police or Fire agencies.
- 2.5 From sunset to sunrise, and at any other time when visibility is poor, each craft shall exhibit a light sufficient to make its presence discernible.
- 2.6 Personal floatation devices shall be carried about all craft in accordance with the requirements for recreational boards as established by the U.S. Coast Guard.
- 2.7 No person shall operate any craft while he or she is under the influence of intoxicating liquor, barbiturates, narcotics, or other controlled substances, including marijuana.

- 2.8 No person shall operate any craft in a negligent manner so that the lives or safety of the public might be endangered.
- 2.9 All craft must always be operated safely, courteously, and at a safe distance to prevent their wash from being thrown into or causing excessive rocking to swimmers, floats, rafts and other crafts.

Section 3. Particular Areas of Caution

Beyond 150 feet of shore is primarily for use by crafts. Within 150 feet of shore is primarily for use by swimmers and waders. Those in areas not designated primarily for their use should exercise special caution.

- 3.1 Crafts are to be operated with extreme caution within 150 feet from the shoreline when heading to and from open water.
- 3.2 Craft traveling in excess of headway speed, beyond 150 feet from shore, must clear persons in the water by at least 100 feet.
- 3.3 Swimmers should proceed with extreme caution beyond 150 feet from shore.
- 3.4 Swimming buoys and flagged buoy markers, one hundred and one hundred fifty (150) feet from shore may be placed per authorization of the Board of Directors.

CARING FOR OUR NEIGHBORHOOD LAKE

As neighbors in the immediate vicinity of the Woodland Waters Lake, we share special environmental responsibilities; our day-to-day actions have a considerable impact on the unique and sensitive ecosystem around the Lake. Even if you live a few blocks away, the natural slope of the watershed combined with the drainage systems that empty into the Lake can make presumably harmless activities a threat. Washing cars, making home repairs, and maintaining lawns and gardens may all contribute to the pollution of Woodland Waters Lake.

Please take a few minutes to discover the simple actions that each of us can take to protect our environment and ensure a hardy future for the Lake.

Don't Feed the Weeds

Excessive phosphorus loading is a fundamental cause of aquatic weed growth in recent years. Phosphorus is found in rocks and soil, as well as in plants and animals. However, human activities and development can increase phosphorus in storm water run-off to ten times its natural concentrations.

In a body of water, phosphorus feeds microscopic algae and other aquatic plants. When they die, they fall to the bottom and decompose. This depletes oxygen levels in the water which can free phosphorus that was trapped in the sediment.

This "cycle" accelerates excessive plant growth and the filling-in of the Lake, a process known as eutrophication. A lack of dissolved oxygen can kill fish in the Lake. It also results in the foul stench that residents can experience during late summer months.

It is important for everyone to reduce phosphorus loading of the Lake. Steps that you can take to prevent excessive phosphorus from entering the Lake include:

- Setting up a vegetated buffer zone (VBZ).
- Following recommended lawn and yard care practices.
- Gardening with a "less is more" approach.
- Avoiding harmful detergents and household chemicals.

As stated in Section XXX. Lake and Homeowner's Association of the Restrictive Covenants for Woodland Waters, Lake maintenance shall include the necessary applications for aquatic plant control by a licensed, certified and fully insured biologist.

Vegetated Buffer Zones

One of the most effective means of preventing phosphorus overload is to maintain a vegetated buffer zone (VBZ). If you live near the shore or wetlands of the Lake, you can significantly help the water quality and reduce dense aquatic weeds by planting a buffer zone between your lawn and the Lake.

Vegetated buffer zones help filter nutrients and pollutants before they reach the Lake, minimizing the impact of pesticides and fertilizers from our lawns, and oil and grease from streets and driveways. Plants in the buffer zone use the nutrients and slow the surface run-off, providing cleaner water to the Lake. Lawns are inadequate buffers, for they only hold soil in place. Grass is not thirsty enough and grass roots are not deep enough to absorb even a fraction of the run-off during a rainstorm. With a VBZ, lawn maintenance will be reduced, wildlife habitats will increase and visual diversity will be added to the landscape.

An effective buffer zone can be created by following these suggestions:

- Use a variety of native shrubs, ground cover and trees - because in combination they take up the most water and nutrients. See next page for plant suggestions.
- Make the buffer zone as wide as possible.
- Leave the VBZ undisturbed - do not rake the leaves and limit foot traffic to a bark-mulched winding path.
- Do not use fertilizers or pesticides in the VBZ.

While it is most important for shoreline and wetland abutters to plant a buffer zone, nearby residents can greatly aid in this effort by planting a similar area on the side of their yard which drains towards the street or Lake.

SUGGESTED BUFFER ZONE PLANTINGS

Trees:

Red Maple	(Acer rubrum)
Birch	(Betula species)
Black Gum or Tupelo	(Nyssa sylvatica)
White Ash	(Fraxinus americana)
Willow	(Salix species)

Shrubs:

Shadbush	(Amelanchier canadensis)
Sweet Pepperbush	(Clethra alnifolia)
Red Osier Dogwood	(Cornus Stolonifera)
Witherod	(Viburnum cassinoides)
Highbush Blueberry	(Vaccinium corybosum)
Fetterbush	(Leucothoe racemosa)
Swamp Azalea	(Rhododendron viscosum)
Buttonbush	(Cephalanthus occidentalis)

Ground Cover:

Ferns	(Many species)
Dewberry	(Rubus hispidus)
Pachysandra	(Many species)
Daylily	(Hemerocallis)

LAWN CARE AND WOODLAND WATERS LAKE

Without realizing it, residents near the Lake that strive for the "perfect lawn" may pose several threats to the life of the Lake. A closely cropped lawn that slopes down to the water's edge does little to trap petroleum or phosphates in the storm water run-off from driveways and roads. Many finely manicured lawns are regularly over-treated with fertilizer and pesticides. While fertilizers can give a healthy looking, green lawn, they contain nutrients which can also promote a very green Lake. Careless pesticide applications to a yard can result in toxic effects on aquatic life. The effects of fertilizer and pesticide use is cumulative and damages this precious natural resource. If you must use these products, do so sparingly and follow the Lake protection guidelines below. Easy and inexpensive alternatives to chemical applications can be found in a good organic gardening book at your local nursery or library.

Lawn Care Recommendations:

- If possible, avoid fertilizing your lawn. Try mulching to get the desired results; if you must use fertilizer, use one that contains no phosphorus. Liquid fertilizer, when properly applied, can minimize run-off of excessive nutrients and phosphorus.
- Avoid applications of fertilizers or pesticides before a rainstorm. Be aware of the weather forecast.
- Avoid over application of fertilizers. Have your soil tested to determine what additional nutrients are needed. Contact the U.S.D.A. Soil Conservation Service (617) 423-1175 or a local agency.
- Avoid application of fertilizers during the summer. Turf grass demand for nutrients is low at this time and unused fertilizer is more likely to end up in the Lake.

- Keep vegetable gardens small and void the use of herbicides and pesticides, which are harmful to fish, wildlife, pets and children; many natural alternatives are available.
- Read labels to determine correct pesticide application amounts. More is not always better! Heed all warnings, especially those concerning use near waterways.
- If you hire a lawn care company, find one using Integrated Pest Management (IPM). Lawn care companies offering IPM use focused chemical treatments to target specific pests and their areas of infestation, rather than indiscriminate routine "preventive" spraying.
- Never dump yard waste into the wetlands, water, or along the shoreline of the Lake - it is illegal and it contributes nutrients which promote undesirable aquatic weed growth. Over the years, dumping such as this has been a common practice among Lake neighbors.

STORMWATER DRAINAGE

Whatever's left on the street today will wash into the Lake. When it rains, storm water drainage systems collect run-off from the street and carry it into the Lake. Petroleum from an oil change or a leaky transmission, coolant from a flushed radiator, or phosphate loaded detergent from washing the car will eventually make its way into the Lake.

To prevent toxins from entering the storm water drainage systems around the Lake, follow these guidelines:

- Storm water drainage systems are designed for collecting storm water run-off only; never use them for dumping automotive or household wastes.
- Never spill oil, or leave residue from solvents or chemicals on your street or driveway.
- Check for and repair any oil leaks under your car or truck.
- To eliminate the possibility of detergents or toxins in water run-

- off, wash the car at a carwash.
- Leaves, sand, litter and other street debris should be thrown away or recycled, not swept into the storm water drainage system.

RECREATION

The Lake at Woodland Waters can be used for an abundance of recreational activities. Season after season, boating, fishing, wildlife watching as well as ice skating and hockey games can be done on the Lake.

To protect the future of the Lake and its diverse inhabitants, we must observe the principles of conservation, and practice thoughtful and responsible use of its waters.

- Leave no litter in the water or on the ice. Make a habit of removing all trash from the Lake, even if it was dumped by someone else. Debris such as styrofoam, plastics, bottles, broken glass, cigarette butts, and fishing line are harmful to wildlife and contribute to the pollution of the Lake.
- Report any fires on the Lake to the Yorkville/Union Grove Fire Department and/or Racine County, Sheriff's Department (262-636-3213). Fires on the winter ice are hazardous and illegal. Burning of such items as Christmas trees, wooded pallets, tree limbs, picnic tables and construction debris, to name a few, on the ice are prohibited. Frozen in the ice, they are a danger to skaters. When the ice melts, ashes and unburned debris sink into the Lake where they gradually decompose, adding nutrients and accelerating aquatic weed growth. Fires on the ice ignited with gasoline or other flammable solvents are highly toxic to aquatic life.
- Gasoline powered motorboats are prohibited on the Lake. Because the Lake drains and refills very slowly, it is particularly vulnerable to petroleum contamination. Any gas or oil leaked from a motorboat will remain in the water and sediment, polluting the Lake for years to come. While electric trolling motors are permitted, a canoe is the ideal craft for traversing the Lake and enjoying the scenery around it.
- Avoid lowering boat trailers into the Lake as they often carry

invasive nuisance weeds from other bodies of water. Hand carry boats into the Lake and always check their hulls to remove hitchhiking seeds and plants.

WILDLIFE

The Lake is home to an incredible variety of wildlife including squirrel, skunk, rabbit, chipmunk, raccoon, opossum, coyote, bats and deer. In addition, the following bird species have been identified within the property: red-tail hawk, cooper hawk, robin, ducks, geese, cardinal, blue jay, gold finch, mourning dove, ruby throated humming bird, indigo bunting, warblers, bobolink, and great blue heron. The Lake serves as a stop over spot for migratory birds.

To make sure the Lake's inhabitants continue to make their home here, follow these guidelines:

- Don't feed any wildlife, including geese and ducks. Feeding these birds disturbs migration patterns. Also, they learn to depend on humans for food rather than eating the diet nature intended.
- Stay away from nesting areas. In particular, be sure to stay clear of all the Lake's nests, burrows and egg beds.
- Don't disturb or approach wildlife. To view wildlife, use binoculars or even the zoom lens of a camera (to capture the moment without disturbing the subject).
- When fishing the Lake, practice catch and release. Also, be sure to take any remnants of monofilament line with you as this is very hazardous to wildlife.
- If a bird, reptile, or animal is a nuisance or is injured or sick, call the Racine County Animal Control. Let them handle the problem.

Countryside Humane Society, 2706 Chicory Road, Racine, WI 53403 (262) 554-6699.

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EXHIBIT B

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made between and among **ALTAMOUNT DEVELOPMENT, LLC**, and its successors and assigns ("Subdivider"), **THOMAS A. DREMEL REVOCABLE TRUST DATED JANUARY 25, 2002** and **Connie L. Dremel** as to any marital property rights, ("Lot 1 Owners"), **KENOSHA/RACINE LAND TRUST, INC.**, a non-profit, charitable corporation (the "Land Trust"), **TRI CITY NATIONAL BANK**, a national banking corporation ("Mortgagee"), and the **TOWN OF YORKVILLE**, a municipal corporation in Racine County, Wisconsin, and its successors and/or assigns ("the Town").

RECITALS

A. The Subdivider is the developer of a subdivision project known as the Woodland Waters Subdivision located in the Town of Yorkville, Racine County, Wisconsin, (hereinafter referred to as the "Subdivision"). A copy of the Subdivision plat is attached hereto as Exhibit "A".

B. The Subdivider is a fee simple title owner of Outlots 1, 2, 3, 4, 5, and 6 of the Subdivision as identified on the recorded plat (the "Outlots"). Lot 1 Owners own a 1/24th fee simple title interest in Outlots 1, 2, 3, 4, 5 and 6 and hold a mortgage interest in the lands located within the plat including the Outlots. Outlots 1, 2, 3, 4, 5, and 6 will be owned individually by the owners of Lots 1 through 24 (the "Lot Owners") so that each Lot Owner owns an undivided 1/24th interest in all outlots with all other Lot Owners. The ownership interest of each Lot Owner in the outlots shall not be separated from the

lot to which such undivided interest is appurtenant and shall be deemed to be conveyed and encumbered with such lot even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument. Outlots 1 through 6 of the Subdivision shall be managed and maintained in accordance with the Stewardship Plan by the Woodland Waters Lake and Homeowner's Association, Inc. (the "Owner's Association"), of which the Lot Owners will be members, as created by the Restrictive Covenants of the Subdivision (the "Restrictive Covenants") recorded with the Racine County Register of Deeds. A copy of the Restrictive Covenants for the Subdivision is incorporated herein by reference. .

C. Outlots 1, 2, 3, 4, 5, and 6 are the subjects of this easement and are referenced in the recorded Subdivision plat ("Easement Area").

D. The Mortgagee holds a mortgage interest in the lands located within the plat and will subordinate its interest in the Easement Area to the rights of the Land Trust and the Town.

E. The Town has recognized that the loss of open space within the Town is a great and immediate threat to preserving the rural character of the Town.

F. The Town adopted a conservation subdivision ordinance that requires a Subdivider to preserve 64% of the gross area of the land to be developed as open space. The Easement Area represents the required open space for this Subdivision.

G. The property possesses natural, scenic, open space, passive recreational and educational values of great importance to the Town and its residents and the people of Racine County.

H. The Subdivider is willing to grant this Conservation Easement to the Land Trust to protect environmentally sensitive areas located within the Easement Area. Such area is documented in an inventory of relevant features of the Easement Area that is contained in a stewardship plan entitled "Conservation Subdivision Stewardship Plan for Woodland Waters," dated April 7, 2006 and prepared by Thompson and Associates Wetland Services, LLC, and as approved by the Land Trust and Subdivider, which is incorporated herein by reference ("Stewardship Plan"). The original Stewardship Plan is on file with the Town.

I. The Land Trust is qualified to be a "holder" (as that term is defined in Section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to Section 700.40(2) of the Wisconsin Statutes.

J. The Common Law and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on the owner of lands.

K. The Land Trust agrees, by accepting this Conservation Easement, to honor the intentions of the Subdivider and Town as stated herein and to preserve and protect in perpetuity the conservation values of the Easement Area for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Conservation Easement, and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration,

the receipt and sufficiency of which by each of the parties is hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including Section 700.40 of the Wisconsin Statutes, the parties hereto grant and agree as follows:

1. **Grant of Conservation Easement.** The Subdivider and Lot 1 Owners do hereby freely give, grant, assign, convey and confirm to the Land Trust, a perpetual conservation easement over the Easement Area pursuant to Section 700.40 of the Wisconsin Statutes of the nature and character and to the extent set forth herein. It is hereby acknowledged that this Conservation Easement constitutes a servitude upon the land and runs with the land. The development rights conveyed by this Conservation Easement shall include all development rights, except those specifically reserved herein and those reasonably required to carry out the permitted uses of the Easement Area as herein described. The Conservation Easement and restrictions hereby conveyed consist of covenants on the part of the Subdivider and its successors and assigns. The Land Trust accepts this Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent set forth herein.

2. **Purposes.** The purposes of this Conservation Easement are to retain and protect the natural scenic and open space values of the real property, assuring the availability of real property for forest, recreational and open space use, for protecting natural resources, maintaining and enhancing air or water quality, and preserving the historical, architectural, archaeological or cultural aspects of real property now and in the future for the benefit of present and future generations and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. The

Easement Area shall be used only as expressly provided in this Conservation Easement, with management of the Easement Area to be in accordance with the Stewardship Plan. The Stewardship Plan is to be strictly followed by the individual Lot Owners and the Owner's Association for the management and maintenance of the Easement Area. The parties to this Conservation Easement recognize the need to protect natural, scenic and open space values of the real property and share the common purpose of conserving these values by this Conservation Easement to prevent the use or development of the Easement Area for any purpose or in any manner which would conflict with the maintenance of these values. Each of the parties accepts such conservation restrictions and development rights in order to conserve these values for present and future generations.

3. **Prohibited Uses.** Any activity on or use of the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. No commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Easement Area, except as specifically permitted under this Conservation Easement or the Stewardship Plan. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. The division of the Easement Area into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of subdivisions, condominiums, site leases, lot line adjustments or other means. It is the intent of this paragraph to require that the entire Easement Area remain as platted for

the purposes of this Conservation Easement and to prohibit a conveyance that further divides any portion of the Easement Area.

b. Use of the Easement Area for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Easement Area in conjunction with commercial activity.

c. The placement and construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads and parking lots) other than those improvements shown on the plat and the placement and maintenance of any Town approved community sanitary sewerage systems, or other improvements that are consistent with the Stewardship Plan.

d. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock or peat, except as may be required in the course of implementing and managing the Easement Area in accordance with the Stewardship Plan, the construction and maintenance of any storm water drainage system, the construction and management of a path system all in accordance with the Stewardship Plan, or the installment of any other utility including gas, electric, cable and telephone, or as otherwise permitted pursuant to the Stewardship Plan. In no case shall mining of oil, gas, or other minerals be permitted.

e. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

f. Any use or activity, not expressly permitted, that causes or is likely to cause significant degradation of any woodlands, wetlands, streams, springs, lakes,

ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring.

g. No portion of the Easement Area shall be used for dumps, landfills, or the storage or deposit of waste materials of any kind except for any use related to the community sanitary sewer systems installed within the Common Open Space. Disposal of any waste materials generated by activities permitted under this Conservation Easement shall be in accordance with applicable state law and with the approval of the Land Trust and/or the Town.

h. The placement, use or parking of mobile homes, trailers, trucks, automobiles, or any other motorized vehicle except as necessary for the construction or management of a path with prior approval of the Land Trust.

i. No use shall be made of the Easement Area, and no activity thereon shall be permitted, which, in the reasonable opinion of the Land Trust, is or is likely to become inconsistent with the purposes of this Easement Area as stated above, or as set forth in the Stewardship Plan.

j. The 9-acre lake shall contain no new private docks. Public access to the lake shall be from the end of Walden Drive, as depicted on the recorded plat of the Subdivision. Minimal clearing of the lake edge shall be allowed within the public access area. The lake can be used by small motor-less craft including canoe, kayak, or paddleboat. No gas powered motors are allowed including personal watercrafts (e.g., jet skis). Clearing shall be allowed on the lake edge on residential lots to a maximum of 30% of each lot's frontage by county ordinance.

4. **Reserved Rights.** The Subdivider reserves to itself and its successors and assigns, all rights accruing from any ownership or interest it has in the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not prohibited herein and are not inconsistent with the purposes of this Conservation Easement or the Stewardship Plan, while recognizing that the Easement Area is private property and owned individually by each Lot Owner.

5. **Implementation and Management of Easement Area.** The Subdivider, its successors and assigns, shall be responsible for implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan, which has been prepared by a consultant with expertise in rendering professional ecological services. However, Subdivider shall ensure that the Stewardship Plan has been implemented prior to turning control of the Subdivision over to the Lot Owners and Owner's Association pursuant to the Restrictive Covenants. Subdivider shall fund the implementation of the Stewardship Plan and management of the Easement Area for the first five (5) years as detailed in the Stewardship Plan. A copy of the estimate of the costs for the first five (5) years is attached as Exhibit B. The Easement Area shall be managed in accordance with all applicable Town and County ordinances with specific attention given to the Town's ordinances regulating weeds (Section 22-113(6)) and those sections regulating maintenance of drainage easements. The Restrictive Covenants shall contain a provision for an ecological service company to update the Stewardship Plan every five (5) years unless the Owner's Association and Land Trust

both agree to an earlier update; and the Owner's Association and Land Trust shall jointly approve the updated plan.

a. *Assessment.* Commencing one year after execution of the Conservation Easement, the Land Trust ecologist, if one is on staff, or other qualified ecological consultant hired by the Land Trust, shall conduct an annual assessment of the Easement Area to ensure compliance with the Conservation Easement and Stewardship Plan. During the buildout phase of the Subdivision, the Town may ask the Land Trust to conduct additional assessments to evaluate compliance. A written summary of any assessment shall be provided by the ecological consultant to the Town, Land Trust and Subdivider, its successors and assigns. The Owner's Association shall provide the Land Trust with a list of new owners at the time of the annual assessment. The Land Trust and ecological consultant shall meet with the Subdivider, its successors and assigns, to review findings and develop plans for corrective action if needed.

b. *Education Component.* Pursuant to the Sec. 28-125(f)(8) of the Town's Code of Ordinances, the Land Trust shall hold an education meeting with the Lot Owners at least annually after the annual assessment is conducted. The Land Trust shall offer two sessions to facilitate attendance. Prior to the first session, the Land Trust shall mail each new Lot Owner a summary of the Conservation Easement restrictions and the Stewardship Plan. The education shall be tailored to this Subdivision and include, but not be limited to, the following:

- Review of long term goals of the Stewardship Plan, progress over the past year, and plans for the coming year;

- General explanation of prohibited and allowed activities under the Conservation Easement; and
- Review of Conservation Easement violations over the past year and corrective action.

c. *Cost.* The cost for the assessments and education performed, as well as any reasonable administrative costs incurred by the Land Trust shall be borne by the Subdivider, or its successors and assigns. The Land Trust shall provide an itemized invoice, including ecological consultant fees, if any, at cost, specific presentation materials at cost, and Land Trust ecologist and administrative time charged at rates in effect at the time of assessment. The charge in effect for the year 2006 will be \$70.00 per hour. The charge per hour will be inclusive of all Land Trust overhead expenses needed to accomplish the work. The charged rate will increase from time-to-time based on average fee inflation for comparable work done by at least two (2) ecological service companies in Wisconsin.

d. *Land Trust Management Fee and Legal Defense Fee.* The Subdivider shall pay a land trust management fee to the Land Trust payable within thirty (30) days after execution of this Conservation Easement, the total sum being Four Thousand Five Hundred Dollars and NO/100(\$4,500.00) and also payable within said thirty (30) day period, a legal defense fee in the amount of Two Thousand Five Hundred Dollars and NO/100 (2,500.00). The legal defense fee shall be further increased by the sum of One Hundred and Fifty Dollars (\$150.00) per lot which is due and payable upon the conveyance of the lot(s) from the Subdivider to the individual purchaser. The Land

Trust shall provide Subdivider with a statement of fee due in the form attached as Exhibit C for Subdivider to include with each lot conveyance. The statement shall include the name of the Subdivision, the amount of the fee due, and the remittance address. In addition, Subdivider shall insert the name and address of the individual buyer. Remittance shall be made within five (5) days of closing. In the event that all lots have not been transferred by Subdivider to the initial individual purchaser within four (4) years of the execution of this Conservation Easement, the remaining fees shall be due and payable by the Subdivider directly within fifteen (15) days of the four (4) year anniversary of execution of this Conservation Easement. Legal defense fees may be used by the Land Trust to enforce this or any other easement held by the Land Trust.

e. *Failure to pay.* In case of failure to pay any of the costs as provided under this Conservation Easement, the Town may extend such costs and fees upon the tax roll as a special tax pursuant to Section 66.0627, Wis. Stats., or pursuant to any other applicable section of the statutes. The Subdivider, its successors and assigns including the individual Lot Owners of the Subdivision, waive right to notice and hearing. In addition, the Land Trust or Town may commence legal action for the recovery of any such amounts owing to it hereunder.

6. **Additional Rights of Land Trust.** To accomplish the purpose of this Conservation Easement, the following additional rights are conveyed to the Land Trust and Town by this Conservation Easement:

a. To enter upon the Easement Area at reasonable times in order to monitor the Subdivider's compliance with and otherwise enforce the terms of this

Conservation Easement and Stewardship Plan; provided that such entry shall be upon prior reasonable notice to the Subdivider and shall not unreasonably interfere with Subdivider's use and quiet enjoyment of the Easement Area; and

b. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Conservation Easement and to require, at the Subdivider's expense, the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

7. **Approval.** Where the approval of the Land Trust and/or Town is required, such approval, or denial, shall be given in writing within forty-five (45) days of receipt of written request therefore. Such request shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Land Trust and/or Town to make an informed judgment as to its consistency with the purpose of this Conservation Easement and Stewardship Plan. Such approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the purpose of or would otherwise violate any provision of this Conservation Easement or Stewardship Plan.

8. **Enforcement of the Restrictions.**

a. *Generally.* If the Land Trust, and/or the Town determines that any party is in violation of the terms of this Conservation Easement or Stewardship Plan, or that a violation is threatened, written notice of such violation or threatened violation shall be given to the alleged violating party advising such party of the nature and extent of the violation or threatened violation and demanding corrective action sufficient to

cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Easement Area so injured. If the alleged violating party fails to cure the violation within forty-five (45) days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a forty-five (45) day period, fails to begin curing such violation within the forty-five (45) day period, or fails to continue diligently to cure such violation until finally cured, the affected party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, ex parte if necessary, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, or injury to any conservation values protected by this Conservation Easement, including damages for the loss of natural or scenic resources and/or water quality and/or environmental values, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. Any damages recovered shall be applied to the cost of undertaking any corrective action on the Easement Area. The parties agree that remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Land Trust and the Town shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. If the Land Trust and/or Town

determine that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, the Land Trust and/or Town may pursue remedies under this Section without prior notice to the Subdivider or without waiting for the period provided for cure to expire.

b. *Third Party Enforcement Rights.* The Town has third-party enforcement rights with respect to this Conservation Easement. In such capacity, the Town may, but is not obligated to, enforce the restrictions of this Conservation Easement.

c. *Costs of Enforcement.* Any costs incurred by the Land Trust and the Town in enforcing the terms of this Conservation Easement including, without limitation, costs of litigation and actual attorneys' fees, and any costs of restoration necessitated by any violation of the terms of this Conservation Easement shall be borne by the Subdivider, or its successors and assigns, if the final determination is in favor of the Land Trust and/or Town.

d. *Enforcement Discretion.* Enforcement of the terms of this Conservation Easement shall be at the discretion of the Land Trust and/or the Town, and any forbearance by it to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of any subsequent breach of the same or any other terms of this Conservation Easement or of any rights under this Conservation Easement. No delay or omission by the Land Trust and/or the Town in the exercise of any right or remedy upon

any breach by any party to this Conservation Easement shall impair such right or remedy or be construed as a waiver.

e. *Acts Beyond Subdivider's Control.* Nothing contained in this Conservation Easement shall be construed to entitle the Land Trust and/or the Town to bring any action against the Subdivider, its successors and assigns, for any injury to or change in the Easement Area resulting from causes beyond the Subdivider's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Subdivider under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes. In the event of acts beyond Subdivider's control, the area that is destroyed shall, to the extent practical, be restored pursuant to the Stewardship Plan at the cost of the Subdivider or its successors and assigns, or with the written consent of the Town and the Land Trust (which consent will not be unreasonably withheld), the altered area may be managed for its remaining natural ecological value pursuant to a revised stewardship plan that reflects the altered condition of the land.

f. *Waiver of Certain Defenses.* The Subdivider hereby waives any defense of laches, estoppel or prescription.

g. *Appeal from Determination of Land Trust.* The Subdivider shall have the right to seek a review by the Town of any determination made by the Land Trust. Such review shall proceed in accordance with Section 2-391 et. seq. of the Code of Ordinances for the Town of Yorkville, governing administrative determinations reviews.

h. *Land Trust Default.* In the event the Land Trust fails to timely perform any one or more of its obligations under this Conservation Easement, the Owner's Association shall provide written notice to the Land Trust of the default, with a copy of the notice being provided to the Town. If the Land Trust fails to cure the default after receiving written notice by the Owner's Association or in the event the Owner's Association fails to act, the Town shall have the right to provide notice to the Land Trust of the action or omission constituting the basis for the Land Trust's default. Any notice under this section shall provide the Land Trust at least forty-five (45) days from the date of notice to cure any alleged default or provide written notice to the Town of any circumstances not warranting the default notice. This forty-five (45) day period may be extended to the period of time reasonably necessary to cure the default if the Land Trust promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and eighty (120) days from the date of the notice. In the event a Land Trust default is not fully and timely cured by the Land Trust, the Owner's Association and Town shall have all of the rights and remedies available at law and in equity. In addition, the Town shall have the right to assign the Land Trust's easement, including its rights and obligations under this Conservation Easement, to another organization that is qualified and authorized to acquire and hold conservation easements under Sec. 700.40, Wis. Stats., or any successor statute then applicable. Any review of an administrative determination made under this paragraph shall proceed in accordance with Chapter 68 of the Wisconsin Statutes.

9. **Public Access.** No right of access by the general public to any portion of the Easement Area is conveyed by this Conservation Easement.

10. **Costs, Legal Requirements, and Liabilities.** Subdivider, its successors and assigns, retains all responsibilities and shall bear all costs and liabilities of any kind related to any ownership interests, operation, upkeep, and maintenance of the Easement Area, including the maintenance of adequate liability insurance coverage. Subdivider remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Subdivider shall keep the Easement Area free of any liens arising out of any work performed for materials furnished to, or obligations incurred by Subdivider.

11. **Taxes.** Notwithstanding this Conservation Easement, the obligation to pay taxes on the land over which the Conservation Easement runs shall remain with the individual Lot Owners of the Subdivision or with the Subdivider to the extent applicable, its successors and assigns. Subdivider, its successors and assigns, shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish the Land Trust and/or Town with satisfactory evidence of payment upon request.

12. **Representations and Warranties.** Subdivider represents and warrants that to the best of its actual knowledge:

a. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Area;

b. There are not now any underground storage tanks located on the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Area in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;

c. The Easement Area is in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use;

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area; and

e. No civil or criminal proceedings or investigations have been instigated or are now pending or have occurred during the time of Subdivider's ownership, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do

there exist any facts or circumstances that Subdivider might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

13. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Subdivider agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Land Trust and/or the Town, in which case the Land Trust and/or the Town shall be responsible therefor.

14. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Land Trust and/or the Town to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Subdivider's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or under state law.

15. **Hold Harmless.** Subdivider hereby releases and agrees to hold harmless, indemnify, and defend the Land Trust and/or Town and their members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and

against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Area; (3) the presence or release in, on, from, or about the Easement Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of sections 10 through 14.

16. Subsequent Transfers.

a. *Reference.* The Subdivider agrees to incorporate the terms of this Conservation Easement by specific reference to the recording data hereof in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area.

b. *Transfer to Owner's Associations.* Further, at the time the Subdivider turns over control of the Subdivision to the Owner's Association, Subdivider shall be released from any continuing obligations hereunder and the Owner's Association shall assume all benefits and burdens assigned to Subdivider under this Conservation Easement, except that prior to the turn over of control, Subdivider shall have implemented the Stewardship Plan. The Town and the Land Trust acknowledge that at the completion of this subdivision project, the Owner's Association will be responsible for the management and maintenance of the Easement Area in accordance with the Stewardship Plan and Conservation Easement. However, Subdivider shall have provided funding for the first five (5) years of the implementation and management of the Stewardship Plan. Should the Owner's Association ever cease to exist, the individual Lot Owners of the Subdivision will be responsible for the management and maintenance of the Easement Area in accordance with this Conservation Easement and will assume all benefits and burdens assigned to Subdivider under this Conservation Easement.

c. *Notice of Transfer Required.* In signing the Conservation Easement, the Land Trust assumes perpetual responsibility for ensuring that the residents of the Subdivision abide by its restrictions and that the Easement Area is managed according to the Stewardship Plan. Therefore, written notice of all transfers shall be provided by seller to the Land Trust upon transfer of title of each lot within the Subdivision. Such notice shall include the buyer's name, address and telephone number and date of transfer of title.

17. **Assignment.** This Easement is transferable, but the Land Trust may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Sec. 700.40, Wis. Stats., (or any successor provision then applicable) and only with the approval of the Town. As a condition of such transfer, the Land Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Land Trust agrees to give written notice to Subdivider of an assignment at least twenty (20) days prior to the date of such assignment. The failure of the Land Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way. Assignment by the Town of its interest in this Conservation Easement will occur automatically to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Town.

18. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party shall be in writing and either served personally or sent by certified-mail, return receipt requested, addressed as set forth below or to such other address as any party from time to time shall designate by written notice to the others:

Town Clerk/Treasurer
Town of Yorkville
P.O. Box 15
720 Main Street
Union Grove, WI 53182

Kenosha/Racine Land Trust, Inc.
c/o Board and Conservation Easement Coordinator
P.O. Box 085153
Racine, WI 53408-5153

Altamount Development, LLC
Raymond C. Leffler, Member
6949 Mariner Drive.
Racine, WI 53406
Fax: 262-898-1341

Unless otherwise indicated, any notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to allow the other party to make an informed judgment as to its consistency with the purposes of this Conservation Easement.

19. **Recordation.** This Conservation Easement shall be recorded in the office of the Register of Deeds for Racine County. Any party may re-record it at any time.

20. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement and the easements granted herein can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event this Easement is extinguished by eminent domain or other legal proceedings, the Land Trust shall be entitled to any proceeds which pertain to the extinguishment of the Land Trust's rights and interests in this Conservation Easement.

21. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the

agreement to effect the purpose of this Conservation Easement and the policy and purposes of Section 700.40 of the Wisconsin Statutes. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

22. **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

23. **Binding Effect.** This Conservation Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns. It is hereby acknowledged that the covenants contained herein shall constitute a servitude upon the Easement Area and shall run with the land in perpetuity.

24. **Amendment and Modification.** This Conservation Easement and the Stewardship Plan incorporated herein by reference may be amended, modified and supplemented only by written agreement of the parties hereto or their successors or assigns, provided that any such amendment shall not diminish the goals or purposes of the Conservation Easement or affect its perpetual duration.

25. **Entire Agreement.** This Conservation Easement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter

contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officers, employee or representative of any party hereto.

26. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Conservation Easement. There are no third party beneficiaries to this Conservation Easement.

27. **Acceptance of Holder's Interest.** The Land Trust by execution of this Conservation Easement hereby accepts the holder's interest in this Conservation Easement.

28. **Subordination.** The Mortgagee joins in this Grant of Conservation Easement to subordinate its interests to the rights of the Land Trust and Town hereunder. Similarly, Lot 1 Owners agrees to subordinate their mortgagee interests in the Easement Area to the rights of the Land Trust and Town hereunder.

**EXHIBIT B TO
CONSERVATION EASEMENT**

Thompson and Associates Wetland Services, LLC
1514 Menomonee Ave.
South Milwaukee, WI 53172

May 30, 2006

Woodland Waters Conservancy Costs

Cost breakdown by year

These are proposed costs, some costs may be difficult to estimate.

Year One:	Thompson and Assoc	
Task	Labor	Materials
Deep till disturbed upland areas		
Seed disturbed upland areas		
Inspect site during construction	\$ 750.00	
Invasive Control (plan and prioritize activities)	\$ 2,000.00	
Report	\$ 750.00	\$ 100.00
Subtotal:	\$ 3,500.00	\$ 100.00
Year Two:		
mow 3 times all planted areas		
inspect site twice a year	\$ 1,500.00	
Invasive control- priority activities	\$ 2,000.00	
Report	\$ 750.00	\$ 100.00
Homeowners meeting and educational materials	per Kenosha Racine Land Trust Development Agreement	
Subtotal:	\$ 4,250.00	\$ 100.00
Year Three:		
Mow 2-3 times all planted areas		
Inspect site twice a year	\$ 1,500.00	
Additional seeding, planting		
Invasive control- priority activities	\$ 2,000.00	
Report	\$ 750.00	\$ 100.00
Homeowners meeting and educational materials	per Kenosha Racine Land Trust Development Agreement	
Subtotal:	\$ 4,250.00	\$ 100.00
Year Four:		
Mow 2-3 times all prairie areas		
Spot herbicide if needed		
Inspect site twice a year	\$ 1,700.00	\$ 100.00
Report	\$ 800.00	\$ 100.00
Invasive control- priority activities	\$ 2,000.00	
Homeowners meeting and educational materials	per Kenosha Racine Land Trust Development Agreement	
Subtotal:	\$ 4,500.00	\$ 200.00
Year Five:		
Spot herbicide if needed		
Inspect site twice a year	\$ 1,700.00	\$ 100.00
Report	\$ 800.00	\$ 100.00
Invasive control- priority activities	\$ 2,000.00	
Homeowners meeting and educational materials	per Kenosha Racine Land Trust Development Agreement	
Subtotal:	\$ 4,500.00	\$ 200.00

**EXHIBIT C
TO CONSERVATION EASEMENT**

**Kenosha/Racine Land Trust
P.O. Box 085153, Racine, WI 53408-5153
262-552-6861**

To Whom It May Concern:

Please be advised that the property being conveyed in Woodland Waters Subdivision, in the Town of Yorkville, Racine County, Wisconsin is responsible for a payment in the amount of \$150.00 for a Conservation Easement Legal Defense Fee.

This fee is a one time fee due upon the initial purchase of the lot.

All funds shall be remitted to:

**Kenosha/Racine Land Trust
P.O. Box 085153
Racine, WI 53408-5153**

In addition, the name, current mailing address and phone number of the purchaser is required:

Name: _____

Mailing Address: _____

Phone Number: _____

Thank you for your cooperation.

EXHIBIT C

CONSERVATION SUBDIVISION STEWARDSHIP PLAN FOR
WOODLAND WATERS, YORKVILLE, WI
REVISED PLAN: APRIL 7, 2006



Alice Thompson
Thompson and Associates Wetland Services, LLC
1514 Menomonee Ave.
South Milwaukee, WI 53172
414-571-8383



"I went to the woods because I wished to live deliberately, to front only the essential facts of life, and see if I could not learn what it had to teach, and not, when I came to die, discover that I had not lived. I did not wish to live what was not life, living is so dear; nor did I wish to practise resignation, unless it was quite necessary. I wanted to live deep and suck out all the marrow of life, to live so sturdily and Spartan-like as to put to rout all that was not life, to cut a broad swath and shave close, to drive life into a corner, and reduce it to its lowest terms, and, if it proved to be mean, why then to get the whole and genuine meanness of it, and publish its meanness to the world; or if it were sublime, to know it by experience, and be able to give a true account of it in my next excursion." Henry David Thoreau, Walden

**Conservation Subdivision Stewardship Plan for
Woodland Waters
January 5, 2006**

Alice Thompson
Thompson and Associates Wetland Services, LLC
1514 Menomonee Ave.
South Milwaukee, WI 53172
414-571-8383

1. Introduction
2. Existing Natural Resources
3. Ecological Restoration and Protection Plan
4. Long Term Vegetation Management
5. Restrictions in Conservation Outlots
6. Stewardship Plan Summary
7. Native Planting Section

1. INTRODUCTION

Woodland Waters is a 144.16 acre housing development located in the County of Racine, Township of Yorkville, T 3N, R 21 E, Section 5. The property is bordered by STH 20 on the south, 65th Dr. on the east, and farm fields and residential properties on the north and east.

The site contains mature woods, a 9-acre spring fed lake, old fields, horse pasture, a 18-acre farm field, a meandering stream and approximately 5.6 acres of wetlands. Wetlands were delineated in 2002 by Thompson and Associates Wetland Services.

The development includes construction of 24 residential lots for a total lot area of approximately 34.08-acres. The lots are clustered south of the pond. There are two roadways: Walden Drive and Thoreau Court have dead end cul-de-sacs to reduce impacts of roads on the site. Open space will constitute 92.8974-acres, over 64 % of the total site. This conserved space includes 6 outlots and the lake. The conservancy outlots are: Outlot 1, 5.3986-acres north of the Walden Drive entrance off 65th Drive, Outlot 2, 0.6644-acres at the eastern outflow of the existing lake, Outlot 3, 14.9159 acres of woodlands north of the pond, Outlot 4, 43.1496-acres surrounding the west side of the site, and south east of the lake and north of the creek, Outlot 5, 13.1824-acres south of Walden Drive and east of the lake, and Outlot 6, 15.5865-acres in the southwest corner of the site bounded by the creek.

Once the Homeowner's Association is formed it will be responsible for the long-term management and maintenance of the outlots. Until that time, the developer will be responsible for the restoration and maintenance of the outlots. The Kenosha/Racine Land Trust (K/RLT) (or another) will hold a conservation easement on the outlots, which will protect them in perpetuity from development and destructive activities. The K/RLT (or another) Homeowners steward will conduct annual monitoring to assure the outlots are being managed as directed in this stewardship plan, and will hold an annual meeting with the homeowners association to discuss the outlots and management.

Ecological Manager or Steward:

An ecological manager or steward is responsible for both the short term restoration or management of the conservancy outlots, and the long term management and monitoring of the site. This person should be familiar with natural resources, land management and invasive species management. This plan is written as the conservancy is being developed. Over time, there will be other management and conservation considerations that develop and adaptive management will be necessary to protect the site.

2. EXISTING NATURAL RESOURCES

The development contains 6 outlots of varying sizes, with the largest conservancy zone in Outlot 4. The existing vegetation, wildlife and landscape features will be discussed on the site in general and in specific for each outlot.

Vegetation and Habitat:**General:**

This property, which contains secondary environmental corridor is very diverse in terms of habitat. A high quality hardwood forest dominates the north part of the conservancy in Outlot 3, comprising approximately 14.9-acres. Within the woods, an approximate 9-acre lake was constructed in 1968. The lake outfalls on the eastern side into Outlot 2. A sedge meadow was identified north of the lake. Several wooded drainageways were identified within the woods. The wetland drainageways delineated north of the lake drain into the lake. The drainageways south and east of the lake drain east toward the Root River. Old field was identified to the east, west, and south of the woods. In the southern part of the property, a meandering stream, a tributary to the Root River bisects the property from west to east. This tributary flows east and into the Root River and is within secondary environmental corridor. An agricultural field of approximately 8 acres is located in the southeast corner of Outlot 4.

Conservancy Outlots:**Wetland Vegetation and Habitat:****General:**

In the hardwood forest on the north end of the site, approximately 2.8 -acres of wetland were staked in the field. These wetlands contain diverse habitats including a sedge meadow located within the woods on the northeast end of the site, isolated wetland basins, wooded drainageways, and a creek. In the old field area, a 0.02-acre depressional wetland to the west of the site and a 0.3-acre depressional shallow marsh in the center of the site were staked in the field and are contained in Outlot 4. The creek in the south area of the property contained approximately 4-acres of wetland staked in the field. Water from these wetlands flow east and into the Root River. The 9- acre lake had abrupt side slopes on most of its edge.

Outlots:

Wildlife Habitat:

This site contains diverse habitats, including mature hardwood woods, lake, streams and wetlands. These attributes are of a size and quality to attract and sustain a variety of wildlife. Within the property, the following animal species have been identified: squirrel, skunk, rabbit, chipmunk, raccoon, opossum, coyote, bats, and deer. Although hunting is not allowed within the property, the regional deer population has decreased in the past several years due to regional culling of the herd for chronic wasting disease. The following bird species have been identified within the property: red-tail hawk, cooper hawk, robin, ducks, geese, cardinal, blue jay, gold finch, mourning dove, ruby throated humming bird, indigo bunting, warblers, bobolink, and great blue heron. The lake serves as a stop over spot for migratory birds.

Soils:

The upland soils are mapped by the NRCS as Morley silt loam (MzdD/MzdB/MzdC2/MzdC), Markham silt loam (MeB2/MeC2), and Varna silt loam (VaB/VaC2). The wetland soils are mapped by the NRCS as Ashkum silty clay loam (AtA), Montgomery silty clay (MzC), and Navan silt loam (Na), all hydric soils; and Elliott silty clay loam (EtB) and Beecher silt loam (BcA), which have hydric inclusions within the soil unit.

Topography and Landscape:

The site contains gently sloping woods and drainageways. The lake is steeply sloped and wooded on a considerable portion of the shores. The woods north of the lake are high on the landscape and the elevation gradually drops down to the lake. South of the lake, the elevation rises once more to gently rolling old fields. South of this old field area, the elevation gradually goes down to the creek. In some areas along the creek bank, there is a very steep, vertical drop to the creek. And then south of the creek, the elevation rises once more to old field.

3. ECOLOGICAL RESTORATION AND PROTECTION PLAN

Summary of goal:

The goal of the conservancy plan is to preserve the ecological integrity of the site. The site contains a variety of native landscapes including mature oak woods, wooded stream, wetlands, and open old field vegetation. This landscape attracts and sustains a variety of wildlife. Construction will be done in such a way to minimize impact to existing natural resources. Following construction of infrastructure by the Developer, including but not limited to, road construction site preparation, grading, installation of community mound systems and the installation of utilities, *no outlots will be used as staging grounds, vehicle parking, stockpiling of soils or otherwise impacted by construction. All areas within the outlots except around the roads, mound systems and stormwater pond construction areas shall be undisturbed. Some fencing for example silt fencing or snow fencing will be used during construction to maintain the integrity of the outlots. Construction of the subdivision shall follow, in substantial compliance, with the approved construction plans.* The residential lots have been located to minimize disturbance to the mature woods. The stream is entirely surrounded by conservancy within the property boundaries.

Summary of Outlots

Out lot 1 is a 5.3986 acre lot currently used as horse pasture. This outlot is dominated by old field vegetation and due to grazing, no trees or shrubs.

Outlot 2 is a 0.6644-acre area of lake edge and berm that serves as the eastern outfall of the lake.

Outlot 3 is 14.9159-acres of upland woods north end of the outlot are dominated by mature trees including black cherry (*Prunus serotina*), basswood (*Tilia americana*), shagbark hickory (*Carya ovata*), red oak (*Quercus rubra*), white oak (*Quercus alba*), and black walnut (*Juglens nigra*).

Other trees and shrubs within the outlot include:

<i>Acer negundo</i>	box elder
<i>Carya ovata</i>	shagbark hickory
<i>Cornus racemosa</i>	gray dogwood
<i>Cratgaegus sp.</i>	hawthorn
<i>Fraxinus pennsylvanica</i>	green ash
<i>Juglans nigra</i>	black walnut
<i>Lonicera prolifera</i>	yellow honeysuckle
<i>Lonicera tartarica</i>	tartarian honeysuckle
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Pinus strobus</i>	white pine
<i>Populus tremuloides</i>	quaking aspen
<i>Prunus serotina</i>	black cherry
<i>Quercus alba</i>	white oak
<i>Quercus macrocarpa</i>	bur oak
<i>Quercus rubra</i>	red oak
<i>Rhamnus cathartica</i>	common buckthorn
<i>Ribes sp.</i>	gooseberry
<i>Rosa multiflora</i>	multiflora rose
<i>Rubus ideaus</i>	raspberry
<i>Tilia americana</i>	basswood
<i>Vitis riparia</i>	river-bank grape

There is a diverse understory in the woods and the spring ephemeral flora is particularly rich. Red trillium (*Trillium recurvatum*), a State of Wisconsin Special Concern plant species, was identified in Outlot 3. However, since the mature woods to the north of the lake are not impacted by development, it's habitat remains undisturbed.

<i>Allium canadense</i>	wild onion
<i>Arisaema triphyllum</i>	Jack-in-the-pulpit
<i>Trillium recurvatum</i>	red trillium
<i>Viola sp.</i>	violet
<i>Smilacina racemosa</i>	false Solomon's seal
<i>Polygonatum biflorum</i>	Solomon's seal
<i>Circaea lutetiana</i>	enchanters nightshade
<i>Maianthemum canadense</i>	Canada May flower
<i>Hydrophyllum virginianum</i>	Virginia waterleaf
<i>Fragaria virginiana</i>	wild strawberry

<i>Geum canadense</i>	white avens
<i>Sanguinaria canadensis</i>	bloodroot
<i>Carex pennsylvanica</i>	common oak sedge

In the north and central part of the property, the lake contains 9-acres and the wetlands including wet meadow, creeks, and drainageways comprise approximately 3.12-acres.

In Outlot 3 the wetlands within the woods are dominated by lake sedge (*Carex lacustris*), with the following species also present:

<i>Acer negundo</i>	box elder
<i>Carex stipata</i>	fox sedge
<i>Fraxinus pennsylvanica</i>	green ash
<i>Glyceria striata</i>	fowl manna grass
<i>Impatiens capensis</i>	impatiens capensis
<i>Lemna minor</i>	lesser duckweed
<i>Phalaris arundinacea</i>	reed canary grass
<i>Sambucus canadensis</i>	elderberry
<i>Sparganium eurycarpum</i>	common bur reed
<i>Ulmus americana</i>	American elm
<i>Viburnum lentago</i>	nannyberry
<i>Viburnum trilobum</i>	high-bush cranberry
<i>Vitis riparia</i>	river-bank grape

The lake on the south end of Outlot 3 has a well vegetated wooded edge around 2/3's of the perimeter, offering wildlife cover and aesthetic beauty.

Outlot 4 is 43.1496-acres of old field, second growth woods and stream edge. This outlot is spread from the northwest corner of the subdivision to the south east corner of the site. This outlot includes an area of access to the lake on the western edge between Lots 9 and 10. There is a farm field in the southeast corner of the site that has been cropped up to the time of development with alfalfa and corn most recently in 2005.

There are approximately 4-acres of wetlands within the Secondary Environmental Corridor in outlot 4. In the south part of the outlot, the wetlands are dominated by jewelweed (*Impatiens capensis*) with the following species also present:

<i>Acer negundo</i>	box elder
<i>Acer saccharinum</i>	silver maple
<i>Impatiens capensis</i>	jewelweed
<i>Phalaris arundinacea</i>	reed canary grass
<i>Salix exigua</i>	sandbar willow
<i>Salix nigra</i>	black willow
<i>Solanum dulcamara</i>	nightshade
<i>Solidago gigantea</i>	giant goldenrod

There is one small isolated wetland on the site south of the lake. An approximately 2-acre area southwest of the lake and southeast of Lot 15 was planted to poplar, oak, spruce and high-bush cranberry several years ago.

There are a number of areas of old field vegetation which are succeeding over time as grassy habitat.

Outlot 5 is a 13.1824-acre area south of Walden Drive and west of 65th Drive. This outlot contains old field vegetation and a large area of planted pine, walnut and oak trees. These trees are several years old and vary from 4 to 16 feet tall.

Outlot 6 is a 15.5865-acre area in the far southwest corner of the site. It is bounded by the creek and secondary environmental corridor. This area is old field vegetation with a wooded creek edge.

Restoration and conservation strategies for each outlot (in substantial compliances with the Summary of Goal on page 4):

Outlot 1:

Existing: This outlot is a horse pasture.

Proposed Restoration: The area should be relatively undisturbed by construction except for the area immediate to the roadway construction. This bare area will be seeded with a grass mixture. The entire pasture will be allowed to succeed to old field vegetation when grazing ceases.

Outlot 2:

Existing: This area contains the outflow of the lake.

Proposed: This area and the dam will be maintained as the outflow of the lake to the current DNR standards.

Outlot 3:

Existing: This large outlot contains the most undisturbed existing natural features including : mature oak, black cherry woods with a diverse spring flora, wooded drainageways, and sedge meadow.

Proposed: Because the site contains a variety of ecologically important natural features, the main goal is to protect these areas during development and then maintain the ecological integrity of the site over time. Of particular concern in the long term would be to protect the wooded areas north of the lake from being overtaken by invasive species. As this outlot is not impacted by road development this area should not be disturbed during construction of this subdivision.

Outlot 4:

Existing: This outlot contains old field vegetation, wooded drainageways, wooded creek edge, some second growth woods and lake access. There are also three septic mounds within this outlot.

All old field and the tree planting areas will be allowed to succeed over time, with appropriate control of invasive species.

The construction of roads and ponds will be done in such a manner as to only temporarily impact areas which will eventually become lots.. All areas within the outlot except around the mound systems and stormwater pond construction areas shall be undisturbed. Mounds shall be constructed to minimize disturbance to surrounding vegetation. The pond spoils will be disposed of on lots or on the field on the southeast corner before it is planted. The areas that will need immediate restoration are any area disturbed by construction south of the lake including grading or land disturbance, and the farm field in the south east corner of the outlot.

The approximately 12-acre farm field and any other disturbed areas shall be planted with the native conservancy seed mix detailed at the end of the report and managed and mowed for three years as described in the following section until the vegetation is established.

Areas with mound systems shall be maintained as open within a 25 foot boundary from the toe of the mound and undisturbed to avoid any compaction or change in function. These areas will be visually delineated in the field.

Trails shall be mowed several times a year and maintained for walking or passive recreation. Other than maintenance vehicles, no ATV's or motorized vehicles are allowed. All pets must be leashed and pick up after.

Lake: The 9-acre lake shall contain no new private docks. Public access to the lake shall be from the end of Walden Drive. Minimal clearing of the lake edge shall be allowed within the public access area. The lake can be used by small motor-less craft including canoe, kayak, or paddleboat. No gas-powered motors are allowed including jet skis. Clearing shall be allowed on the lake edge on residential lots to a maximum of 30 % of each lots frontage by county ordinance.

Outlot 5:

Existing: This outlot contains old field vegetation and recently planted woods.

Proposed: This outlet is allowed to succeed to woods. The area should be maintained for invasive species. Any areas disturbed by road construction should be seeded with the conservancy mix discussed below.

Outlet 6:

Existing: This outlet contains old field vegetation and wooded stream edge.

Proposed: This outlet will be untouched by construction of the subdivision and allowed to succeed over time to old field vegetation and woods. The area should be monitored to make sure there are no impacts from neighbors including ATV or snowmobile trails. The outlet should be clearly marked with No trespassing, conservancy or no ATV signs on its boundaries with other landowners.

Restoration Summary:

The immediate goal of restoration and protection is to preserve the ecological and aesthetic values of the current property and enhance the disturbed areas. The farm field on the southeast corner of Outlet 4 and the areas disturbed by construction will be seeded shortly after disturbance with the seed mix described below.

The following outlets will be seeded: Outlet 4 in the south east corner of the site where there are approximately 12 acres of farm field and any areas disturbed by construction of roads, mounds and stormwater pond.

Site preparation and seeding is described below in the Native Planting Section. After seeding, the greatest help to the native seed is to periodically mow (6-8 inches high blade) the planted outlets to reduce weeds which can overshadow native species in the first few years. The native seeds spend several years setting roots deep and the mowing will allow these smaller native species to get light.

Immediate Management after seeding and planting (1-3 years):

The areas of the outlets that are seeded shall be mowed several times in the growing season at a high height of 6-8" for the first 3 years so the native vegetation can become established without being overcrowded by weedy species. Care must be taken to avoid mowing planted native tree species. Each mowing shall occur approximately 30 days after the last, for example mid June, mid July and mid August. Monitoring of these sites will also be important to ensure that no highly competitive species become established on the bare soils. If highly aggressive species such as Canada thistle appear, those infestations will be handled immediately by mowing before the plant goes to seed to keep them from overtaking the native vegetation.

Trails:

The current and future trails will be maintained as no more than 6 feet wide. Passive recreational use of the conservation easement area is recommended for established trails unless as a part of an educational or volunteer activity and under the guidance of the Kenosha/Racine Land Trust or the

Wisconsin DNR. Other than for maintenance or repairs, this use is restricted to non motorized recreation only:

Long term Protection:

Signage: All appropriate areas for added protection after seeding or behind residential outlots will have signs developed by the ecological manager, and placed at outlot boundaries. These may include educational signs or signs along trails.

4. LONG TERM VEGETATION MANAGEMENT:

Field inspections of all conservancy outlots by the ecological manager should be conducted twice per year, once in the spring to check for the introduction of invasives and then immediately plan a treatment method for the removal of these plants. Any other management concerns should be addressed as well. A second field inspection should be conducted in the fall to make sure that management has been effective. A short report detailing the monitoring and management shall be made to the Kenosha/Racine Land Trust (or another) and the homeowners association. There will be an annual meeting of the homeowners association with the ecological manager to report on the annual assessment, and educate landowners to the goals of the plan and how they could assist in management of the site.

This site contains a variety of natural habitats and ecosystems and the previous landowners have been thoughtful stewards of the land. The goal of long term management is to prevent the native species from being out competed by non native, invasive species. The impact of invasive species would be a decline in native plant species, and native plant communities, but also an inevitable loss of habitat for wildlife.

The following six most aggressive and common invasive species and their management are described below. The Invasive Plants Association of Wisconsin (IPAW) has up to date information on invasive species control and is recommended as a reference as other problems arise (www.ipaw.org).

Wetland Invasive Species:

The top three invasive species in wetlands are reed canary grass, purple loosestrife, and *Phragmites* or giant reed grass. There are photos of these plants in the appendix. Reed canary grass may have been present in the wetland for decades following disturbances and possibly direct planting into wetlands. Purple loosestrife is a more recent invader, and *Phragmites* is increasing in invasion into wetlands in the last decade. Controlling any of these plants in the early stages is critical to preserving native plants. If the plants are allowed to invade without check they will rapidly expand and choke out native plants.

Reed Canary Grass (*Phalaris arundinaceae*):

Most wetlands that are dominated by reed canary grass may be beyond the scope of immediate intervention. Allowing native shrubs and trees to grow and shade reed canary grass over time could be one response to the problem. Direct planting of native trees and shrubs is possible if some management in the first years is possible.

For smaller invasions the following tactics are recommended:

Repeated application of herbicides is used to control smaller stands of reed canary grass. Great care must be taken to apply herbicides appropriately by an applicator familiar with reed canary and native vegetation so as to avoid damaging native plants. Large infestations of the grass will likely require applications over several years to be effective. The herbicide Glyphosate (Rodeo) is a non-selective herbicide that kills or injures nearly all plant species so it must be applied carefully. Rodeo is the formula appropriate for use over water. Apply to the grass in a 2% solution (1.08% active ingredient) mixed with a surfactant.

Depending on the size and distribution of your infestation, the herbicide can be foliar-applied using a dripless wick applicator, backpack sprayer, or boom sprayer.

Reed canary is the earliest plant to green and goes brown very late in fall. Herbiciding either early in spring before any other plants have emerged or in fall after all native plants are dormant is a good strategy to avoid damaging native plants. Herbiciding in fall is useful as the plant is pulling sugars down into its roots, and will pull the herbicide to the roots to more effectively kill the plant.

For large stands, you may also combine an herbicide treatment with another control treatment for better results. Cut the grass and allow to regrow to boot height. This helps obtain better herbicide coverage and reduce total herbicide use, since you are spraying only living green RCG that is 12' tall vs. 6' tall stems mixed with old dead leaves.

Sethoxydim (Vantage®) is a grass-specific herbicide that has been used to kill RCG with some success, but it is also not labeled for aquatic use and cannot be used over water.

Follow-up monitoring and treatment is necessary for several years to ensure complete kill.

Purple Loosestrife (*Lythrum salicaria*):

Purple loosestrife is a brightly colored purple plant which spreads rapidly by seed and can quickly overtake native vegetation. Any small stands of purple loosestrife can be controlled by herbicide. Control is usually done from mid July and mid August. First break off any flower heads and bag them to take off site. Paint the stem from top down about 3 feet with glyphosate ("Rodeo" for use over water) in a 10% concentration of the active ingredient. Use a paintbrush to apply so the herbicide will be restricted to the plant. The applicator should be sure to paint as many stems as possible. Color dye may be added to the herbicide to aid in seeing what has been herbicided. Check the treated area in 2 weeks to assess the kill and reapply the herbicide to plants still alive.

Very large stands of purple loosestrife may be too widespread to easily treat with herbicide. Biological control has been introduced on purple loosestrife. The *Gallerucella* beetles have been imported from Europe after years of research to determine their safety. These beetles feed exclusively on purple loosestrife and can be purchased or grown for release in large purple loosestrife plots. If the release is successful they rapidly consume the loosestrife and destroy the flowering heads. Over time the size of the loosestrife stand is dramatically reduced. Check with the DNR (www.dnr.wi.gov) for more information on how to purchase the beetles.

Phragmites (*Phragmites australis*):

Phragmites is a very tall grass, towering over 6-8 feet tall with a plummy seed head. A single plant can continue to send out shoots and take over a large space in a very short period of time.

Phragmites must be controlled early in the invasion as it towers over native vegetation choking it out. Using chemical means, follow the directions in the reed canary section to apply "Rodeo" except you need to try to apply herbicide earlier in the year when the plant can be reached. By late summer and fall the towering plant is very difficult to spray.

Upland Invasive Species:

The top three invasive species of upland vegetation which can outcompete and overtake native vegetation are the two shrubs common buckthorn, honeysuckle and garlic mustard in the understory. Each of these invasive species is capable of spreading over time and shading and destroying habitat for more desirable plants. There are photos of these plants in the appendix.

Control in the early stages of invasion is really critical to keeping a small problem from becoming a large one.

Common Buckthorn (*Rhamnus cathartica*):

Common Buckthorn can be readily identified (see photo) by the leaf, spines on the twigs and the orangeish color under the bark. Common buckthorn should be removed in the following ways. The largest shrubs especially with berries should be removed first. Do not cut the plant without applying herbicide to the cut stem or it will resprout and likely end up even denser than before. Plants may be treated in late fall or winter when other vegetation is dormant.

Cut the stem of the plant at 6" or less from ground level, and paint the stump until thoroughly wetted with a 12 to 15% concentration of triclopyr "Garlon" to avoid resprouting. Adding a color dye will aid in through treatment. Cut material can be placed in a pile and burned, or shrubs with no berries can be allowed to decompose on the ground.

Another effective way to control buckthorn is by the use of basal bark treatment with "Garlon" mixed in oil. Treatment is best done in the late fall or winter when native vegetation has died back and will not be affected. Because buckthorn plants retain their leaves long after native vegetation has lost its leaves, they are readily recognized in the late fall. A concentration of 12-15% triclopyr (active ingredient) "Garlon" in diesel fuel or kerosene is recommended by the manufacturer. Use the herbicide in a backpack sprayer with a nozzle that produces a solid cone or flat fan spray. Spray the lower part of the trunk in such a manner that it becomes thoroughly wet, including the root collar, but not to the point of runoff. Each stem of the plant must be treated. Properly done, this basal bark treatment is extremely effective and the plant will not leaf out the following growing season. Once dead, the plant can be cut and removed, or allowed to stand to rot.

Honeysuckle (*Lonicera tartarica*):

Honeysuckle is also capable of shading out native vegetation and must be removed to encourage native vegetation. As with buckthorn, do not cut the stems without application of herbicide or the plants will vigorously re sprout. The best practice is to cut the stems of the plant and treat each cut stump with a 20% solution of glyphosate ("Roundup"). The

concentration given here is percent of the active ingredient. Concentrated glyphosate, such as Roundup Ultra, is around 40% out of the bottle, so that a 20% solution can be made by mixing equal parts of glyphosate and water.

Honeysuckle can be cut with either a brush cutter or a hand lopper. If a stem is too large to cut with a lopper, a handsaw can be used. With a brush cutter, it is important that the cutting blade be sharp. With a dull blade, the cut stems are often shredded and splintered, making them harder to treat with herbicide. For the largest stems, a chain saw may be necessary. No matter which cutting method is used, it is essential that the stumps be cut sharp and straight across, so that the cut stumps can be treated with herbicide (as described below).

If a spray bottle is used, place the tip of the spray bottle onto each cut stump, press gently to bring up several drops of solution, and spread them around the entire cut stump with the tip of the bottle.

As with buckthorn, honeysuckle can be cut at any time of the year. Winter is an excellent time to cut, and glyphosate works quite well then. Honeysuckle is very persistent, and will resprout readily if not treated with herbicide.

Garlic Mustard (*Allaria petiolata*):

Garlic mustard is a biennial. It is a short rosette in the first year and shoots up and flowers in the second year. Treatment over multiple years is important as the plant is very persistent and will crowd out native Wisconsin flowers in forest understories. Small stands of garlic mustard can be hand pulled especially after a rain when soil is moist. Plants must be immediately placed in plastic bags and removed from the site. Any flowering plants left on the ground can continue to ripen and drop seeds.

Larger stands of Garlic mustard should be sprayed with a 2% solution of glyphosate herbicide. The spraying may be done in early spring when the garlic mustard is green before other vegetation emerges. Another time to spray is in late fall, also when other vegetation is dormant.

Because there is a large bank of seeds where garlic mustard grows, the spraying of pulling must be repeated yearly for at least seven years since seeds can remain dormant in the soil that long.

As the garlic mustard population decreases, and depending on whether native vegetation returns on its own, additions of native species may be necessary.

5. RESTRICTIONS IN CONSERVATION OUTLOTS:

All conservation outlots 1-6 and the lake shall be protected permanently from fill, including but not limited to grass clippings, Christmas trees, soil, compost, leaf matter from other sites, trash, and any other objects not native to the existing environment. Non native plantings shall not be allowed within the conservancy boundaries. Any addition of native species must be done with the guidance of the ecological steward.

The removal of trees, shrubs, or herbaceous vegetation is only to be done as part of the maintenance of the site and within the recommended guidelines stated by this plan or approved as adaptive management by the ecological steward. No native trees, shrubs or understory vegetation

shall be removed from the conservation outlots unless it is to restore other natural areas on site. For example, seeds could be collected from native vegetation to seed in other areas of the site under the direction of the ecological manager. No other cutting of native tree species shall be done unless it fits into an ecological plan for the site, and is approved by the ecological manager, for example thinning sugar maple trees around an oak tree. If trees die, they should be left to decompose on the soil, since removing wood material may result in removal of a significant amount of nutrients from the system. If the tree is a hazard it should be cut down and allowed to remain on the soil. Downed trees provide important microhabitats within wetlands and woods. Picking of wildflowers is prohibited in the conservancy outlots as seeds are lost to the ecosystem through picking.

The existing wetlands are formed from the current hydrologic regime. The wetlands shall be protected from unnatural flooding or draining. Flooding by allowing water to back up in levels higher than pre-construction levels could flood and kill trees or alter native vegetation. Pumps or downspouts leading directly into wetlands shall not be allowed.

Any construction near wetlands shall be with proper erosion control and no fill or sediment shall enter wetlands at any time. Upon completion of the construction of the subdivision, no land disturbance including ditching, leveling, grading, digging, tiling shall be permitted within the conservancy outlots, unless necessary for maintenance of the outlot.

Any herbicide use within wetlands or adjacent wetland shall be to control invasive species and carried out by experienced licensed applicators in accordance with a restoration and management plan. There are known populations of reptiles and amphibians in the pond and wooded wetlands which make the use of herbicides potentially dangerous for them. There are some recent reports that herbicide use is very detrimental to some amphibians.

Areas that have been damaged due to human activity or by natural occurrence are to be restored to their former natural state. Burning within the conservancy is not allowed unless it is for management purposes and is performed by a professional.

Homeowners are reminded of the valuable resource this easement provides to their community and are asked to consider the potential effects certain activities on their own property can have on the surrounding ecosystem. Questions about these effects and ecologically sound alternatives may be directed to the ecological manager or steward. Apparently innocuous activities that have the potential to be ecologically damaging include but are not limited to the following:

- adding known invasive species to home landscaping projects
- over-applying lawn chemicals, including herbicides and high-nitrogen fertilizers
- neglecting problem weeds in your yard
- extending mowing into conservancy outlots

No hunting is allowed within the conservancy. No bicycles, ATV's, or motocross bikes are to be allowed within the conservancy. Pedestrians are recommended to stay on footpaths. Dog owners are required to pick up after their animals.

Other than bridges, no placements of structures are allowed within the conservancy. Alteration of the land surface such as digging holes, placement of trail markers, or removal of plants are not allowed except for the purpose of maintenance or restoration. Activities that cause degradation, erosion, or pollution are not allowed. Activities which may degrade woodlands, wetlands, or streams are not allowed.

Conservation easement lands may not be manipulated by landowners in any way unless as a part of an approved management effort. This includes but is not limited to the following activities:

- placement of structures, e.g. sheds
- alteration of land surface, e.g. digging
- activities that may cause degradation, erosion, or pollution to surface or subsurface waters
- activities that may cause degradation to woodlands, wetlands, streams, springs, etc.
- placement or parking of any motorized vehicles
- use of easement for commercial or industrial uses
- division of easement into smaller parcels

6. STEWARDSHIP PLAN SUMMARY

The immediate goal of restoration and protection of Woodland Waters is to preserve the ecological and aesthetic values of the current property during construction and to enhance the disturbed areas. The farm field on the southeast corner of Outlot 4 and the areas disturbed by construction will be seeded shortly after disturbance with a native seed mix and managed for several years. The long term goal is to maintain species diversity and habitat functions by adaptive management. Of particular focus should be long term management of invasive species where they threaten local native plant communities. The aesthetic and ecological values of the site will require thoughtful ecological stewardship on the part of the developer, the landowners, and their association.

Monitoring and management of the conservancy outlots over time is essential in order to maintain the integrity of these high quality woods and related upland fields and wetlands. Regular field inspections should be conducted to look for erosion problems or invasive species. It is impossible to predict future threats to the ecological integrity of the site. The ecological manager should keep abreast of management trends and address ecological problems hopefully before they occur.

Field inspections should be conducted twice per year, once in the spring to check for the introduction of invasives and then immediately plan a treatment method for the removal of these plants. Any other management concerns should be addressed as well. A second field inspection should be conducted in the fall to make sure that management has been effective.

Initial restoration activities will be the most important indicators of the long-term success or failure of this project. An intensive initial effort at controlling invasive plant species and establishing natives in their place will lead to a more manageable site over the long term. Small populations of aggressive invaders will need to be eradicated before those populations become too large for effective control.

Restoration and preservation will include removing invasive plants, preventing soil erosion, planting and seeding with native species, and educating adjacent land owners with specific good stewardship guidelines. These goals will be accomplished by the homeowners association who will monitor and maintain the property over time. Annual educational meetings will be helpful to teach local residents how to properly care for their common open space in order to continue to provide and maintain habitat for wildlife as well as provide outdoor recreational opportunities.

Summary of Outlot Plantings:

Outlot	Acres:	Seeding
1	5.4	As needed in disturbed construction areas
2	0.66	As needed in disturbed construction areas
3	14.9	None- not in construction zone
4	43.15	12 acre farm field and areas disturbed by roads, mounds, stormwater pond
5	13.18	As needed in disturbed construction areas
6	15.59	None- not in construction zone

7. NATIVE PLANTING SECTION:

Native seed shall be applied to bare or freshly graded soils before weeds develop. If the outlot has existing vegetation the vegetation must be herbicided with "Roundup" and tilled 10 to 20 days later. If a large weed seed bank is predicted, after the initial treatment the weeds can be allowed to grow and then apply a second treatment of herbicide and tilling. The native seed shall be planted in such a manner to make good soil contact including no till methods such as a billion seeder or a true drill or broadcast spread with a harrow dragged after. No fertilizers shall be applied. In wetter areas hand seeding may be needed and hand raking or using a small harrow to make seed contact. Seeding should be done before June 30 or after October 15 of each year to avoid seeds sprouting in the heat of the summer. However, if the site is prepared, then waiting for the exactly perfect planting window will only increase the chance of weeds taking hold of the site, so seeding the site even in the summer would be preferable. Oats as a cover crop is preferred over rye which may have an inhibitory effect on the native seed.

Upland Conservation Habitat Seed Mix:

Available from Oak Prairie Farm, Pardeeville, WI 1-800-894-3884 approx. \$300/acre
Plant at 12 lbs/acre, use 1 bushel oats/acre as cover crop:

5 lbs Grasses/acre:

Species:	Common Name:
<i>Andropogon gerardi</i>	big bluestem grass
<i>Schizachyrium scoparium</i>	little bluestem
<i>Sorghastrum nutans</i>	Indian grass

2 lbs Wildflowers/acre:

Species:	Common name:
<i>Coreopsis lanceolata</i>	lance leaved coreopsis
<i>Chamaecrista fasciculata</i>	partridge pea
<i>Dalea purpurea</i>	purple prairie clover
<i>Echinacea purpurea</i>	purple coneflower
<i>Heliopsis helianthoides</i>	oxeye sunflower
<i>Lespedeza capitata</i>	round headed bush clover
<i>Oenothera biennis</i>	evening primrose

Ratibida pinnata
Rudbeckia hirta
Silphium integrifolium

yellow coneflower
black-eyed susan
rosinweed

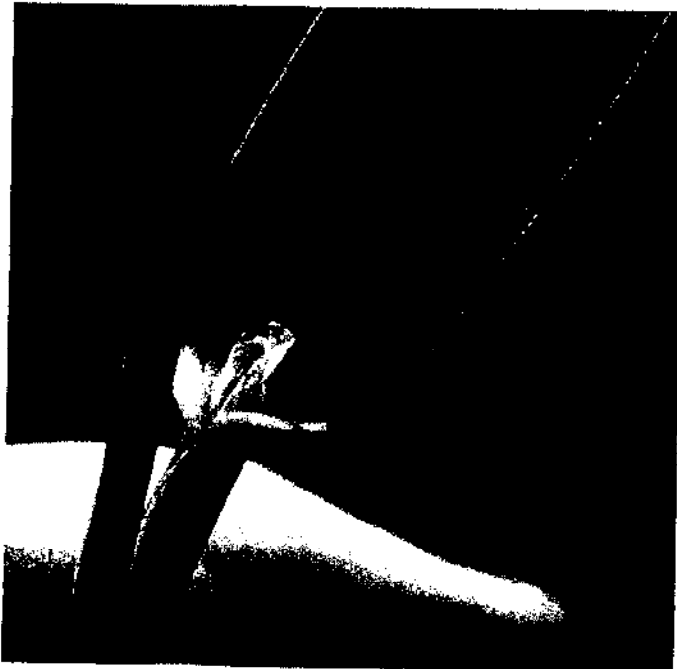
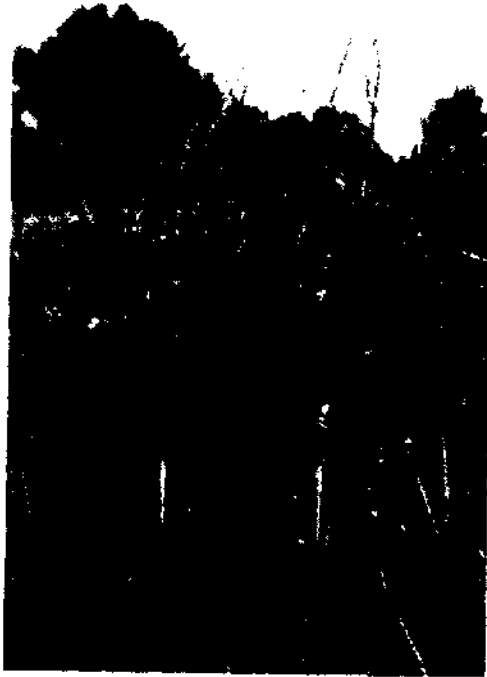
References:

Invasive Plant Association of Wisconsin www.ipaw.org

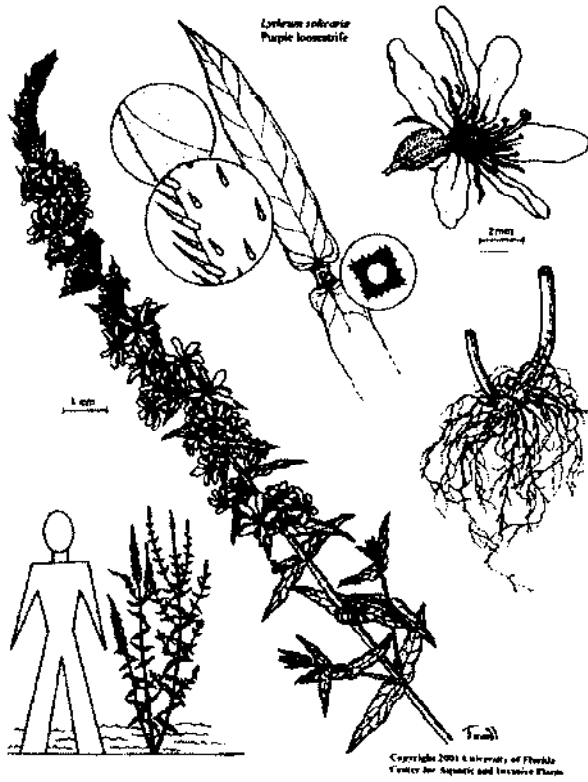
Wetland Restoration Handbook for Wisconsin Landowners

Wisconsin Department of Natural Resources www.dnr.wi.state.us

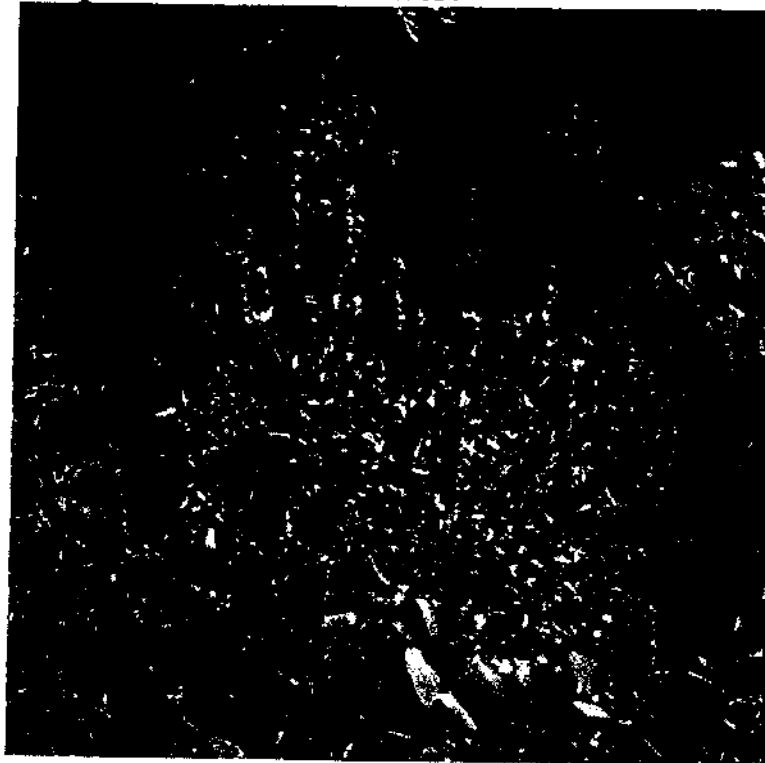
Reed Canary Grass (*Phalaris arundinacea*):



Purple Loosestrife (*Lythrum salicaria*):



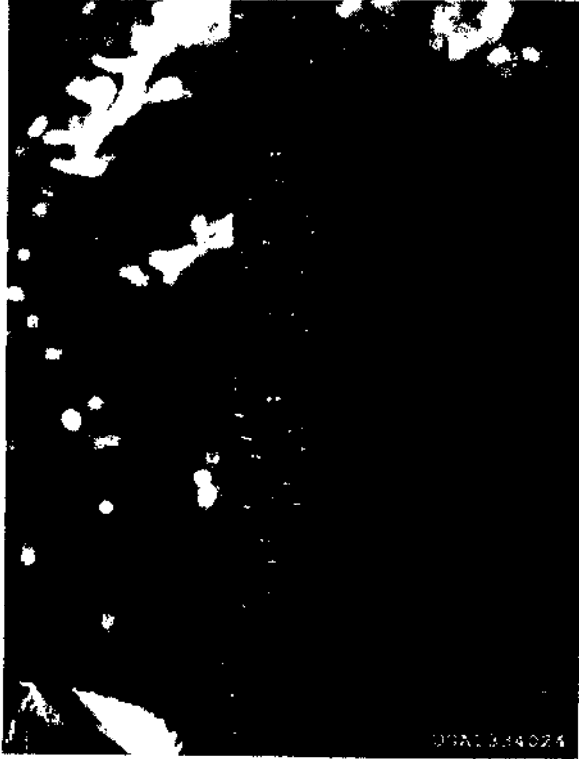
Purple loosestrife in flower:



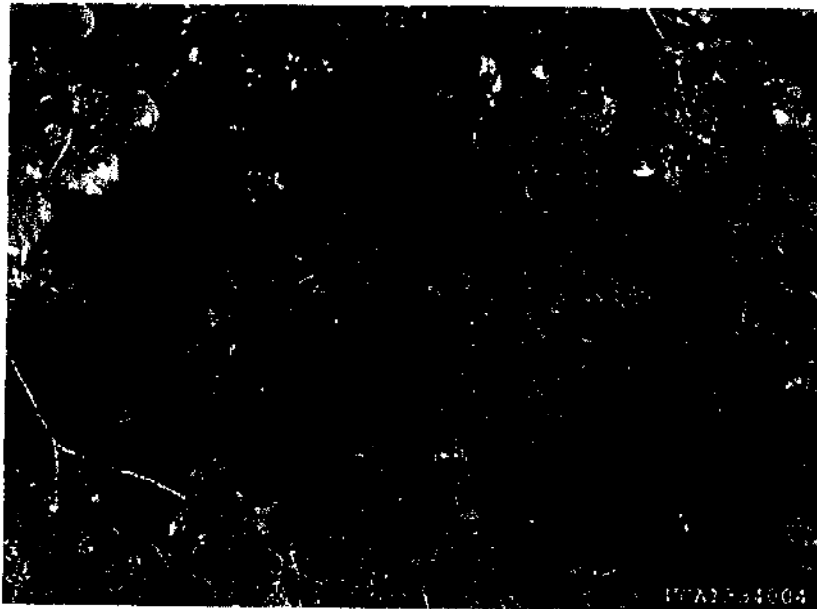
Gallerucella beetles:



Common Buckthorn (*Rhamnus cathartica*):
stem with small white pores:



thorns on stems:

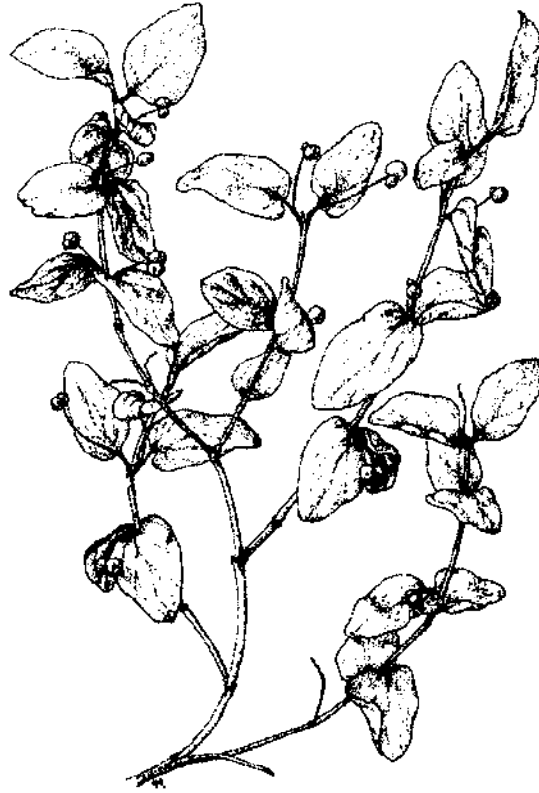


Honeysuckle (*Lonicera tartarica*):

Honeysuckle stems:



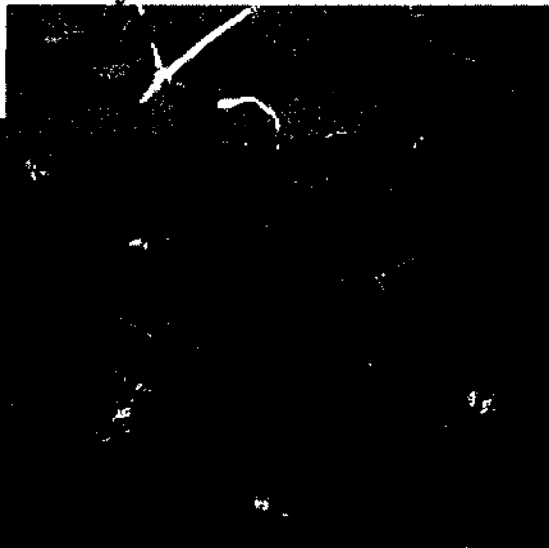
Honeysuckle line drawing:



Honeysuckle flower:

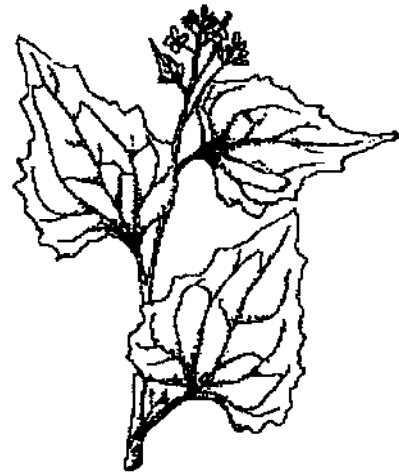
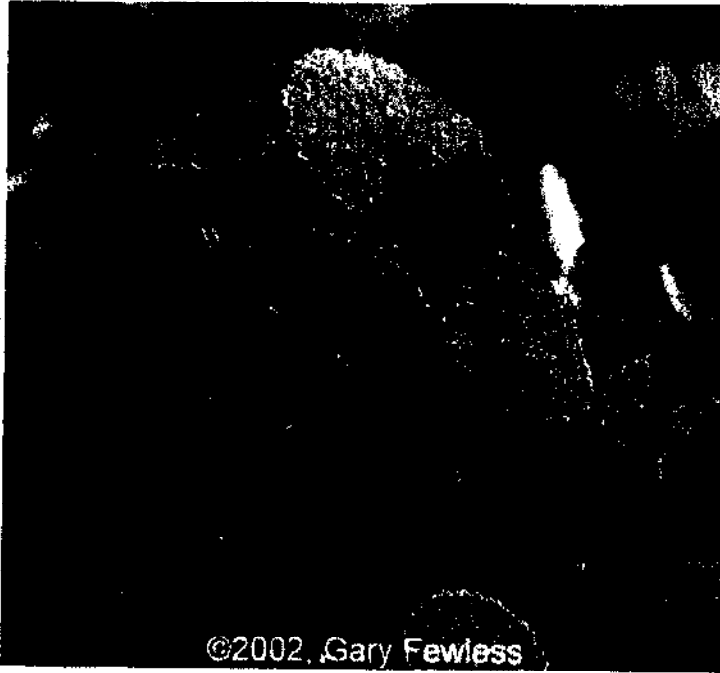


Honeysuckle leaves:



Garlic Mustard (*Allaria petiolata*):

First Year Rosette:



Second year in flower:

