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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-17-2008 2:25 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 12.00
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TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 5



WC3554720-005

Document Number

**Fox Chase East
Subdivision Restrictions
for the Benefit of the
Village of Eagle**

Document Title

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

Tax Parcel No.

PAID

**FOX CHASE EAST SUBDIVISION
RESTRICTIONS FOR THE BENEFIT OF THE VILLAGE OF EAGLE**

WHEREAS BIELINSKI HOMES, INC. as the Developer of FOX CHASE EAST agreed to the placement of these restrictions on the property for the benefit of the Village of Eagle when it entered into the Developers Agreement with the Village of EAGLE, and

WHEREAS the purpose of this document is to subject that property described on the cover page to the Restrictions set forth below.

NOW THEREFORE, BIELINSKI HOMES, INC. as the owner of all that land in the Plat for Fox Chase East hereby place the following restrictions on the property known as Fox Chase East.

1. **LANDSCAPING REQUIREMENTS:** At a minimum, lot owners shall install vegetative ground cover within the yard area and plant trees within the property owner's front lot as set forth in the Covenants, Conditions, and Restrictions for the Fox Chase East Subdivision. No tree shall be planted within fifteen (15) feet of any sidewalk or recreational use trail within the subdivision. There shall be no plantings of perennials, shrubs, or trees that exceed a height of thirty (30) inches within the vision triangles located at the intersections of all streets within the subdivision. The Village Ordinances determine the size of the vision triangles at the intersection of all streets.
2. **UTILITIES:** Utilities shall be located underground. Phone, electric and gas utilities shall be located so as to cross storm water utility easements at angles as close to ninety degrees as possible.
3. **DRIVEWAYS/APPROACHES;** Driveway approaches are public improvements as they are located within the right of way. Driveway approaches shall be located a minimum of ten feet from all water laterals and hydrants and at least six feet from the side yard. No lot is permitted more than one driveway access per residence. All driveways shall be paved within twelve (12) months of owner's receipt of an occupancy permit. At the time that the driveway is installed, the property owner is advised to take into consideration whether the final lift of asphalt has or has not been installed. In the event that the final lift of asphalt has not been installed then the property owner must take into consideration the finished road grade as established in the engineering plans on file with the developer and with the Village Engineer.
4. **SUBDIVISION SIGN & OUTLOT MAINTENANCE;** The Homeowners Association shall maintain the Subdivision sign(s) and adjacent landscaping and commonly owned Outlots in perpetuity. The sign and/or landscaping may change over time as determined to be appropriate by the Homeowners Association. In the event the sign(s) and or landscaping are not reasonably maintained however, then the Village of Eagle may remove, replace or repair the sign(s) and/or maintain the landscaping. In the event the Village undertakes repair, replacement or removal of the subdivision sign(s)

and/or maintains the landscaping, then the Homeowners Association shall pay all costs incurred by the Village to the Village within 30 days of being invoiced. In the event the Homeowners Association does not pay the bill, then the Village will collect the amount through any appropriate means, including the use of special assessment.

5. **MASTER GRADING PLAN;** The Homeowners Association and/or lot owners shall maintain all storm water devices including swales, ditches, retention and/or detention areas or other storm water devices serving the subdivision as required by the Storm Water Management Agreement recorded with the Waukesha County Register of Deeds. The Village, its agents, employees, or independent contractors shall have the right to enter upon any lot after giving reasonable notice to the owner for the purpose of inspection, maintenance, and/or the purpose of correction of any drainage condition. All culverts shall be installed so as to provide positive drainage. In the event a culvert is installed that does not operate as intended, then the property owner shall remedy such drainage condition within thirty (30) days after receiving notice from the Village. In the event that the property owner does not remedy the drainage condition requiring maintenance and/or correction, then the Village will rectify such condition at owner's expense. Plantings, other than turf grass, are not allowed within the drainage easement areas without the written approval of the Village of Eagle.

6. **CONSTRUCTION HOURS;** Bielinski Homes, Inc shall make every effort to minimize the amount of noise, dust, and similar types of disturbance from traveling off site. All construction activity during Mondays – Fridays shall not commence until 7:00 a.m. or later and not any earlier than 8:00 a.m. on Saturdays. All construction activity shall cease no later than sundown. Construction activity on Sundays shall not occur without the prior written approval from the Director of Public Works for the Village.

7. **YARD LIGHTS;** Each lot owner is required to install, energize, and maintain a front yard light post and lantern within one (1) year of occupancy as set forth in the Covenants, Conditions, and Restrictions for the Fox Chase East Subdivision. The property owner is required to maintain its light post and light in good condition and working order and shall make certain that electrical services are continued to the lamp.

8. **ENFORCEMENT;** The Village shall have the authority but not the duty to require individual lot owners and/or the Homeowners Association for the Subdivision(s) to comply with these restrictions. In the event that Village ordinances are more restrictive than any of these restrictions, then Village ordinances shall control. The Village may, but is not obligated to perform or cause to perform any such maintenance, replacement, restoration, or other action as the Village deems necessary or appropriate in the event that there is a violation of these restrictions. Any expenses incurred by the Village in order to maintain, replace, or restore violations of these restrictions, may be assessed against the owner or occupant at the Village's discretion. Prior to

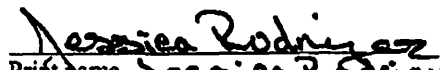
taking action to rectify a violation of these restrictions, the Village shall send written notice to the property owner and/or Homeowners Association (address of correspondence to determined by the records of the Waukesha County Treasurer) by first-class mail and provide the property owner and/or Homeowners Association fourteen (14) days following the mailing of the notice to rectify the situation.

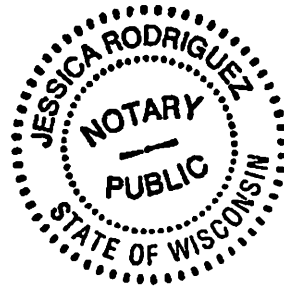
BIELINSKI HOMES, INC
(The sole owner of the property as of the signing of this document)

By  HARRY BIELINSKI

State of Wisconsin)
) ss.
County of Waukesha)

The foregoing instrument was acknowledged before me this 19 day of October 2007, by Harry Bielinski
BIELINSKI HOMES, INC, who is personally known by me and executed this document.


Print name Jessica Rodriguez
Notary Public, State of Wisconsin
My Commission Expires: 1/17/10



This document was drafted by
Attorney Shawn N. Reilly
P.O. Box 355
Mukwonago WI 53149
(262) 363-5050

900554 MAR 17 8

Legal Description

Being a part of Lot 2, CSM 4556 and a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 23, in Township 5 North, Range 17 East, Village of Eagle, County of Waukesha, State of Wisconsin, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 23; thence S.88°54'14"W., along the South line of the Southwest 1/4 of said Section 23, a distance of 1,318.96 feet; thence N.01°54'38"W., along the west line of the East 1/2 of said Southwest 1/4, a distance of 2,267.74 feet; thence N.89°03'53"E., a distance of 488.39 feet; thence N.00°56'07"W., a distance of 18.00 feet; thence N.89°03'53"E., a distance of 41.00 feet; thence N.00°56'07"W., a distance of 147.53 feet; thence N.89°03'53"E., a distance of 178.63 feet; thence N.00°56'07"W., a distance of 227.00 feet to the North line of said Southwest 1/4; thence N.89°03'53"E., along said North line, a distance of 607.40 feet to the Center of said Section 23; thence S.01°50'38"E., along the east line of the said Southwest 1/4, a distance of 2656.57 feet to the point of beginning.

3557554



WC3557554-029

Document Number

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX CHASE EAST SUBDIVISION

Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-26-2008 1:33 PM

MICHAEL J. HASLINGER
REGISTER OF DEEDS

REC. FEE: 60.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 29

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

Tax Parcel No.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOX CHASE EAST SUBDIVISION

*pd
6/29*

This Declaration of Covenants, Conditions and Restrictions of Fox Chase East Subdivision (this "Declaration") is made and entered into by Bielinski Homes, Inc. ("Declarant").

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall

constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

- 1.1 Association**
The "Association" shall mean Fox Chase East Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.
- 1.2 Association Insurance**
"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.
- 1.3 Fox Chase East Subdivision Documents**
"Fox Chase East Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.
- 1.4 Board**
The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.
- 1.5 Building**
A "Building" shall be any freestanding structure located in the Subdivision.
- 1.6 Bylaws**
The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.
- 1.7 Common Areas**
The "Common Areas" shall consist of all the Outlots and easements on a portion of a Lot used for signage identifying the Subdivision as Fox Chase East Subdivision.
- 1.8 Common Improvements**
The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as Fox Chase East Subdivision, and any improvements made in the Common Areas by the Association or the Declarant.
- 1.9 Declarant**
The "Declarant" shall mean Bielinski Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 14.7 of this Declaration.

- 1.10 Declaration**
"Declaration" shall mean this Declaration as the same may be amended from time to time.
- 1.11 Director**
A "Director" shall mean a member of the Board.
- 1.12 Drawings**
The term "Drawings" is defined in Section 6.2.
- 1.13 Lot**
"Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.
- 1.14 Mortgage**
"Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.
- 1.15 Mortgagee**
"Mortgagee" shall mean the holder of a Mortgage.
- 1.16 Occupant**
"Occupant" shall mean the Owner and any other person residing on a Lot.
- 1.17 Outlot**
"Outlot" shall mean an outlot as shown on the Plat and subject hereto. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.
- 1.18 Owner**
"Owner" shall mean each fee simple owner of a Lot or Outlot. The Declarant is an Owner with respect to Lots to which it holds title.
- 1.19 Plat**
A "Plat" is the plat of the Property as recorded in the Register's Office.
- 1.20 Property**
The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.
- 1.21 Register's Office**
The "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.22 Rules

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

1.23 Subdivision

"Subdivision" shall mean all of Lots as shown on the Plat.

1.24 Village

"Village" shall mean the Village of Eagle, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration

Declarant shall establish the Association to administer the property. Declarant shall include in the Bylaws for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting

Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot acquired from Declarant shall be entitled to one (1) vote for each Lot owned. Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the Village for all of the Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management

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

2.5 Approvals

Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

ARTICLE 3. ASSESSMENTS**3.1 Budget and Assessments**

The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

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

3.5 Common Expenses and Surpluses

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

3.6 Payments by Declarant

As long as the Declarant owns a Lot, Declarant will not be responsible for payment of general or special assessments, but Declarant will pay to the Association the amount by which the actual common expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will make regular payments of assessments with respect to any Lots which may be leased by Declarant, for use by others, of Lots owned by the Declarant for which and occupancy permit has been issued, (c) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (d) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

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

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses

Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Fox Chase East Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Fox Chase East Subdivision Documents caused by an

Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles

- a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.
- b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Except for temporary parking as defined later, there shall be no outside storage of boats, trailers, buses, large trucks, or campers (such vehicles, "Temporary Vehicles"). Temporary parking of Temporary Vehicles shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of 90 days per year or no more than two weeks at a time during such seven (7) month period. Notwithstanding the foregoing, inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board shall not be allowed to be parked in the driveways at any time. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Waste

Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Restricted Dumping

No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Temporary Structures

No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval

of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment

Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity

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

5.9 Patios and Balconies

Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Lot erect or post a temporary sign of customary and reasonable dimension relating to the Lot being for sale or for an open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.11 Environmental Matters

Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets

No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by Village ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable

disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, which shall consist of the Board. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements

Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey ("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, architect or designer:

- a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or
- b) The demolition of any Building or other improvements on any portion or portions of a Lot, or
- c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or
- d) The installation of any awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fixed grill, fences or other landscape features on any such property.

6.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process

None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval, as defined in Sec. 6.4 b) 2), by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

a) The Drawings shall include the following:

- 1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- 2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and
- 3) the proposed landscaping.

b) Standards and Procedural Matters of Consideration for Approval

- 1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto.
- 2) If the ACC fails to approve or object to the Drawings within sixty (60) days after submittal of the complete Drawings and

payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

- 3) Following the ACC 's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate Village Approval

Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC. Prior to the issuance of a building permit for any Lot, the Owner shall submit to the Village Building Inspector for approval of a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the Lot and the grades of the adjoining Lots at the building corners or if vacant, at the building pad corners, the existing and proposed contours, easements, culverts and/or storm sewers.

6.6 Procedures and Budget

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

6.7 Uniformity Standards; Waiver

The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not exceed the minimums provided by the Village of Eagle Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification

Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story and split-levels: 1750 Square Feet
1 ½ Story and 2 Story: 2000 Square Feet
(950 sf minimum for first floor)

b) Lot Setbacks – Principal Structure

Front Yard: 35'
Rear Yard: 25'
Side Yard: 10' with a minimum sum of side yards being 25'

c) Diversity of Model Type

Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance.

d) Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) Garage

Each home on a lot is required to have a minimum 2-car garage attached to the house.

f) Driveway

Driveways shall be paved within (12) months of Owner's receipt of an occupancy permit. The driveway must be paved and shall be installed no closer than three (3) feet from the Lot boundary lines, and each Lot is restricted to only one (1) access point to the street.

g) Siding

The exterior siding of a home may only be made of materials such as brick, stone, stucco, wood siding, engineered wood, fiber cement or vinyl siding.

A portion of the front façade of each home shall include brick or stone material in an amount dependent upon the architecture of the specific home to ensure that the home has a high quality of aesthetics. Notwithstanding the foregoing, the ACC, in its sole discretion may waive the front façade brick/stone requirement dependent upon the specific elevation and architecture of the home.

- h) Windows**
Each home is required to use shutters and/or wide window trim (rough sawn cedar or aluminum wrapped) on every window of the home. There shall be no windowless elevations.
- i) Corner Boards**
Each home is required to use rough sawn cedar, composite or aluminum wrapped corner boards on all corners of the home. The type of corner boards that are used on the front of the home must be used on the sides and the rear of the home to maintain architectural consistency.
- j) Aluminum Wrapped Exterior**
The exterior of the home may have aluminum-clad soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, fixture blocks and aluminum porch columns.
- k) Roof**
A residence shall have a roof of architectural grade dimensional shingles. The color of the shingles shall be either Driftwood or Estate Grey. Each home must have a minimum roof pitch ratio of 8:12 on the main body of the roof.
- l) Mailbox**
Each Lot Owner is required to install and maintain a uniform mailbox and mailbox support post in a style, size, color and material determined by the ACC. The mailbox will be supplied and installed by the builder.

The location of mailboxes must be consistent on every Lot.

Each Owner shall maintain its mailbox in good condition and working order.
- m) Fences**
All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any residential Lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected with the exception of privacy fences installed near the home for the purpose of screening views between neighbors from side to side. In this situation the privacy fence shall be no more than six (6) feet from the graded surface of the ground. No chain link fencing shall be permitted.

Fences are not allowed to encroach into electrical easements without permission from the utility provider. Each homeowner is advised to contact the utility provider in the event they want to encroach into an

electrical easement to make sure they understand all restrictions and rules regarding such easements.

n) Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

o) Yard Lamp

Each Lot Owner is required to install and energize a front yard light post and lantern within one year of occupancy. The yard lamp will be supplied and installed by the builder.

The light post must be:

1. Located at least 3 feet and no more than 10 feet from the front lot line
2. Adjacent to the driveway.
3. Elevated to a height to be determined by the ACC.
4. Fitted to use a high pressure sodium lamp of no more than 50 watts.
5. Illuminated from dusk to dawn by means of a photocell.

Prior to occupancy of a residence on a Lot, the Owner must demonstrate to the ACC that the light post and lantern is connected to electrical service (paid for by owner). Each owner shall maintain its light post in good condition and working order with working light bulbs, and shall make certain that electrical services are continued to the lamp.

p) Antennas/Satellite Dishes

No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed near the rear of the home. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Village ordinances.

q) Clotheslines

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed

on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

- r) **Pools**
Pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve a pool which is not completely enclosed by a secure wall or fence with a self-closing or self-latching gate or door (at the top of such gate or door) and if the pool is not properly screened from view by proper landscaping. Notwithstanding the foregoing, the ACC may deny a request for an above-ground pool if the general appearance of the above-ground pool improvements is not of a high quality of aesthetics.

- s) **Walkways**
All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

- t) **Decks**
Decks must be located to the rear of the dwelling.

The height of the deck is limited to the ground level finished floor line on single story homes and to the second story finished floor line on two story homes.

Decks may be constructed of treated wood or composite as long as the material is in harmony with the adjacent home. Decks may have a clear or tinted preservative stain applied to them or be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

- u) **Patios**
Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

- v) **Fixed Grills**
All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

- w) **Dog Kennels**
Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

- x) **Utilities**
All utilities must be installed underground.
- y) **Solar Collectors**
No exterior active solar collectors shall be erected, installed or used unless presented in drawings and approved by the ACC.
- z) **Accessory Structures/Sheds**
All storage sheds and accessory structures shall be of a style, color, and building material consistent with the residence on the Lot. Pre-fabricated sheds are not allowed. All sheds and accessory structures must be approved by the ACC prior to its construction. If an owner desires to connect electricity to a shed or accessory structures, whether at or after the time of the initial construction, the installation of electrical connections must be underground.

6.10 Landscaping Requirements & Guidelines

- a) **Existing Vegetation**
No existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.
- b) **Grading**
Declarant and the Village of Eagle have agreed to a certain Storm Water Management Plan and Master Grading Plan on file in the office of the Declarant and the offices of the Village's Building Inspector. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans unless the Village Engineer approves a change. In the event of a conflict between any proposed drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Village, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, correction or any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Village will rectify such condition at Owner's cost.
- c) **Ponds**
No ponds shall be constructed on a Lot without the prior approval of the Village. Rain gardens are encouraged to help slow the rates of storm water runoff, but the ACC must first approve them.

- d) **Lawns**
Each homeowner is required to plant a lawn (seed or sod) within the first twelve (12) months after receipt of the occupancy permit from the Village.
- e) **Plantings**
 - 1. **Foundation Plantings** – At a minimum, each homeowner is required to plant a foundation planting in the front of their house within the first twelve (12) months after receipt of the occupancy permit from the Village. The foundation planting will contain a minimum of twelve (12) shrubs of at least two (2) gallon size with a minimum total of twenty (20) plantings. Plantings may consist of any combination of shrubs, perennial plants, decorative grasses, etc.
 - 2. **Trees** – Each homeowner is responsible for planting one (1) shade tree and one (1) ornamental tree in the front yard of the Lot. The shade tree must be a minimum of 1.5” caliper and selected from the approved list attached to this document as exhibit B. The trees must be planted within the first twelve (12) months after receipt of the occupancy permit from the Village. An extra shade tree may be substituted in place of the ornamental tree. Ornamental trees can be described as trees that enhance the dimension of the landscape with flowers, leaves, fruit, and spectacular fall color. Ornamental trees are also compact in size which makes them suitable for use in areas where shade trees are not appropriate.
 - 3. **Grading-** All Grading must comply with the approved master grading plan. The homeowner assumes all responsibility to make sure compliance is followed during their landscape process. Builder/Declarant assumes no responsibility if non-compliance of the master grading plan occurs. Reestablishing of drainage swales and surface water drainage prior to landscaping may be required due to settling or erosion runoff that may have occurred prior to owners landscaping.
- f) **Vision Triangles**
There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of twenty-four (24) inches. Refer to the Village Ordinances to determine the size of the vision triangle.
- g) **Retaining Walls**
Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

h) Maintenance

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Each Subdivision Lot Owner adjacent to delineated wetlands shall not mow or otherwise disturb any plants, trees, bushes, grasses, animals or other things growing, living or located in a delineated wetland, or other environmentally sensitive area.

Until grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the Village of Eagle's Weed Control Ordinance. Each homeowner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscaping be left in an unmaintained state as to become a nuisance or an eye sore, the ACC retains the right to remedy the nuisance and assess the costs back to the homeowner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the ACC can take action.

ARTICLE 7. INSURANCE

7.1 Association Insurance

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance

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

7.3 Proceeds

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

7.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver

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

7.6 Acts Affecting Insurance

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

7.7 Exclusions From Coverage

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

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General

This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Declarant shall have three (3) votes for each of the Declarant Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees.

8.2 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice

Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Fox Chase East Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot

A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant:

- (a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 20 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.
- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

- (d) may apply the covenants contained in this Declaration to future stages of the development of Fox Chase East. The future stages of the development of Fox Chase East shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Waukesha County, Wisconsin. Except with respect to future stages of the development of Fox Chase East, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained within to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

12.1 Right of Entry

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

12.2 Drainage

An easement is reserved to Declarant, the Association and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Section 6.10. Should it become necessary for the Village to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the Village. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance.

ARTICLE 13. TERMINATION

13.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 Number and Gender

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

14.2 Including

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

14.3 Captions

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

14.4 Severability

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

14.5 Remedies

All remedies herein are cumulative.

14.6 Waivers

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

14.7 Assignment of Declarant's Rights

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

14.8 Other Regulation

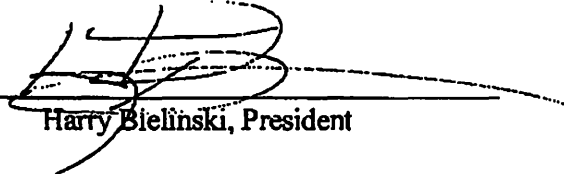
Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Village Codes or Ordinances

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control or stormwater ordinance of the Village, except as specifically modified in writing by the Village, within the framework of the planned unit development portion of the present zoning ordinance. This Declaration shall not be amended to contravene any Village codes or ordinances.

Executed at Waukesha, Wisconsin, on the 17th day of July, 2007.

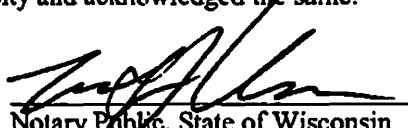
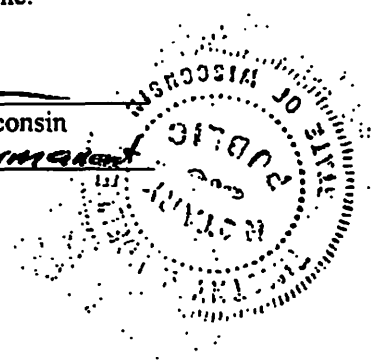
BIELINSKI HOMES, INC.

By: 
Harry Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 17th day of July, 2007, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Notary Public, State of Wisconsin
My commission 15 permanent


This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

Being a part of Lot 2, CSM 4556 and a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 23, in Township 5 North, Range 17 East, Village of Eagle, County of Waukesha, State of Wisconsin, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 23; thence S.88°54'14"W., along the South line of the Southwest 1/4 of said Section 23, a distance of 1,318.96 feet; thence N.01°54'38"W., along the west line of the East 1/2 of said Southwest 1/4, a distance of 2,267.74 feet; thence N.89°03'53"E., a distance of 488.39 feet; thence N.00°56'07"W., a distance of 18.00 feet; thence N.89°03'53"E., a distance of 41.00 feet; thence N.00°56'07"W., a distance of 147.53 feet; thence N.89°03'53"E., a distance of 178.63 feet; thence N.00°56'07"W., a distance of 227.00 feet to the North line of said Southwest 1/4; thence N.89°03'53"E., along said North line, a distance of 607.40 feet to the Center of said Section 23; thence S.01°50'38"E., along the east line of the said Southwest 1/4, a distance of 2656.57 feet to the point of beginning.

Exhibit B
Approved Tree List

Large Trees

Red Maple
Sugar Maple
White Ash
Green Ash
Gingko Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees

Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Waukesha Hawthorn

Trees to Avoid (Invasive Non-Native Species)

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle

Many cultivars exist for these species. Cultivars are used for variety among species and improved performance through characteristics: i.e. shape, structure, growth habit, insect/disease resistance, absence/persistence of fruit and color.

000156 AUG 11 8

3592383

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-11-2008 10:04 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 6.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 2



WC3592383-002
Document Number

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS OF FOX
CHASE EAST
SUBDIVISION**

Document Title

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Fox Chase East Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

WITNESSETH:

Bielinski is the Declarant of and the owner of lots 1-81 which are currently subject to a Declaration of Covenants, Conditions and Restrictions of Fox Chase East Subdivision dated July 17, 2007 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 26, 2008 as Document No. 3557554, as amended (as amended, the "Declaration") affecting the real estate described as:

Being a part of Lot 2, CSM 4556 and a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 23, in Township 5 North, Range 17 East, Village of Eagle, County of Waukesha, State of Wisconsin, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 23; thence S.88°54'14"W., along the South line of the Southwest 1/4 of said Section 23, a distance of 1,318.96 feet; thence N.01°54'38"W., along the west line of the East 1/2 of said Southwest 1/4, a distance of 2,267.74 feet; thence N.89°03'53"E., a distance of 488.39 feet; thence N.00°56'07"W., a distance of 18.00 feet; thence N.89°03'53"E., a distance of 41.00 feet; thence N.00°56'07"W., a distance of 147.53 feet; thence N.89°03'53"E., a distance of 178.63 feet; thence N.00°56'07"W., a distance of 227.00 feet to the North line of said Southwest 1/4; thence N.89°03'53"E., along said North line, a distance of 607.40 feet to the Center of said Section 23; thence S.01°50'38"E., along the east line of the said Southwest 1/4, a distance of 2656.57 feet to the point of beginning.

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the votes for lots subject to the Declaration, desires to amend Sections 6.9(a) and (k) of the Declaration.

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

msk

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Section 6.9 (a) of the Declaration (Minimum Square Feet) is deleted in its entirety and replaced with the following:

"a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

- 1 Story and split-levels: 1750 Square Feet
- 1 1/2 Story and 2 Story: 1750 Square Feet
(1st floor minimum of 950 sf)"

2. Section 6.9 (k) of the Declaration (Roof) is deleted in its entirety and replaced with the following:

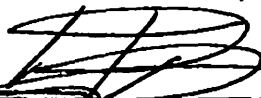
"k) Roof

A residence shall have a roof of architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof."

3. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the ___ day of August, 2008.

BIELINSKI HOMES, INC.

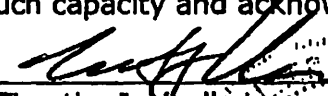
By: 

 Harry Bielinski, President

ACKNOWLEDGMENT

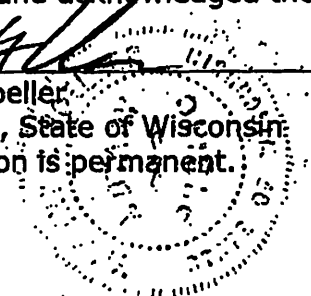
STATE OF WISCONSIN)
) SS.
 COUNTY OF WAUKESHA)

Personally came before me this 6th day of August, 2008, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



 Timothy J. Voeller
 Notary Public, State of Wisconsin
 My commission is permanent.

This instrument was drafted by:
 Timothy J. Voeller, Esq.
 Bielinski Homes, Inc.





WC3558762-004

002807 MAR 28 08

DISTRIBUTION EASEMENT UNDERGROUND JOINT

3558762

REGISTER'S OFFICE WAUKESHA COUNTY, WI RECORDED ON

03-28-2008 3:32 PM

MICHAEL J. HASSLINGER REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

IDO NO. 220065

For good and valuable consideration which BIELINSKI HOMES, INC., hereinafter referred to as "grantor", owners of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC, TIME WARNER ENTERTAINMENT CO., L. P. hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land varying in width and being a part of Lots 1, 2, 3, 4, 5, 6, 29, 30, 31, 32, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, Outlot 3, FOX CHASE EAST being a subdivision of a part of Lot 2, CSM 4556 and a part of the NE 1/4 and SE 1/4 of the SW 1/4 of Section 23, Township 5 North, Range 17 East, in the Village of Eagle, Waukesha County, y Wisconsin.

RETURN TO: We Energies PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A252 PO BOX 2046 MILWAUKEE, WI 53201-2046

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibits "A" and "B", and made a part of this document.

(Parcel Identification Number)

- 1. Purpose: The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, secondary service cable to structures, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. Access: Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. Buildings or Other Structures: The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. Restoration: Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

002808 MAR 28 8

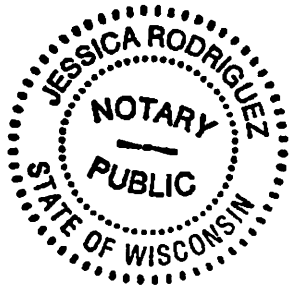
Grantor: BIELINSKI HOMES, INC.

[Signature]
PRESIDENT HARRY BIELINSKI

PRE-S
OFFICER

Acknowledged before me in Waukesha County, Wisconsin, on February 28, 2008, by
Harry Bielinski the President and _____ the _____
of Bielinski Homes, Inc. for the corporation

(NOTARY STAMP/SEAL)



[Signature]
JESSICA RODRIGUEZ
Notary Public, State of Wisconsin

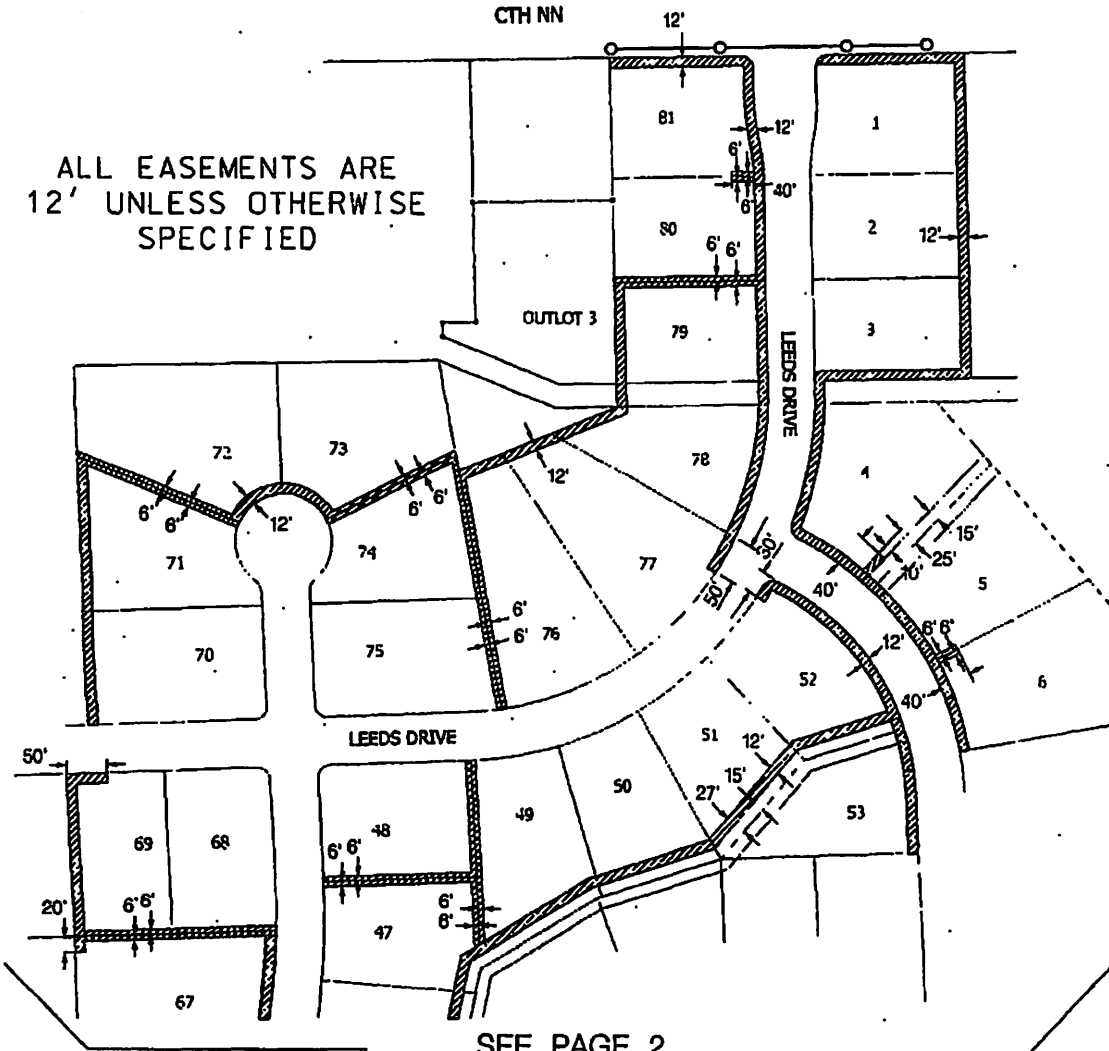
My commission expires 1/17/10

This instrument was drafted by RICHARD POLLOCK on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.




CTH NN

ALL EASEMENTS ARE
12' UNLESS OTHERWISE
SPECIFIED



SEE PAGE 2

KEY:
 EASEMENT AREA

PAGE 1 OF 2

EXHIBIT "B"



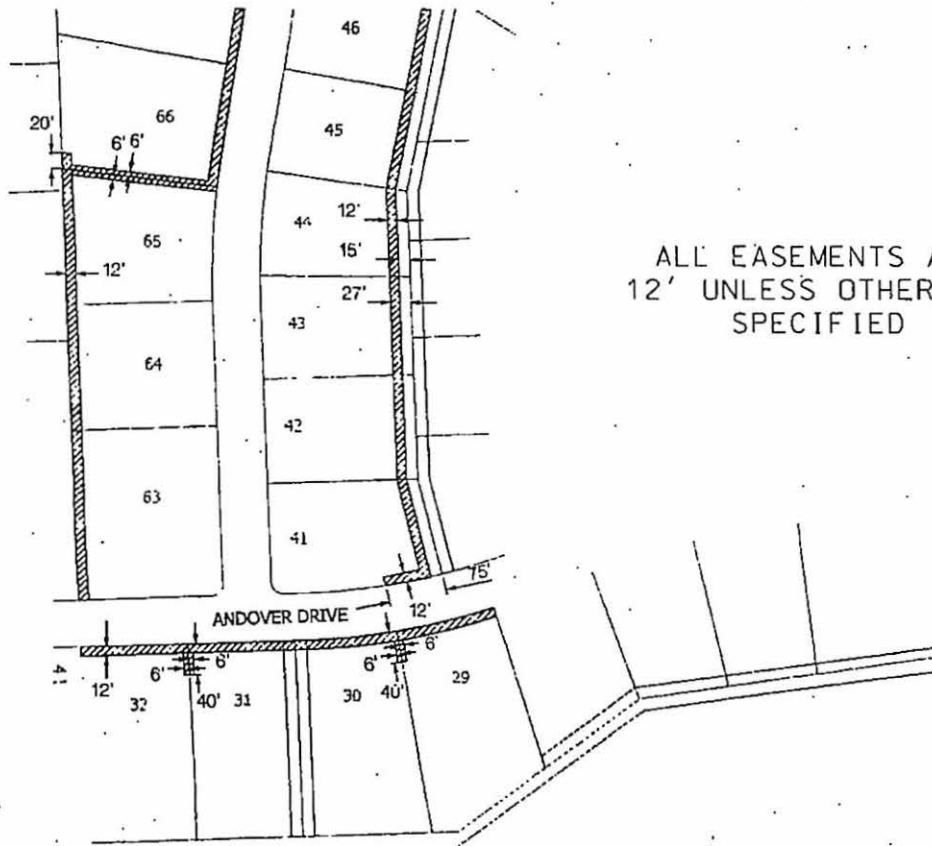
FOX CHASE EAST 1
 SW 1/4 SEC 23, T05N, R17E
 V/ EAGLE, WAUKESHA COUNTY

DRAWN BY: PAT ANDRZEJAK
DATE: 11/20/07
IDO NUMBER: DE 220065-A
REVISIONS: <u>1/23/08</u>

...1100118672 - 220065NewExhibitA. 1/30/2008 9:45:50 AM

01/28/10 MAR 28 8


SEE PAGE 1



ALL EASEMENTS ARE
12' UNLESS OTHERWISE
SPECIFIED

012809 MAR 28 E

KEY:

 EASEMENT AREA

PAGE 2 OF 2

EXHIBIT "A"



FOX CHASE EAST 1
SW 1/4 SEC 23, T05N, R17E
V/ EAGLE, WAUKESHA COUNTY

DRAWN BY: PAT ANDRZEJAK

DATE: 11/20/07

IDO NUMBER: DE 220065-A

REVISIONS: 1/23/08

\$FILES
\$TIMES
\$DATES

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Original / Copy
Previous
Page(s)**

000865 JUL 30 8

3590206

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

07-30-2008 2:29 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3



Grant of Easement

Document Title

Recording Area

Name and Return Address:

Brian Depies
Bielinski Homes, Inc.
P.O. Box 1615
Waukesha, WI 53188

PIN:

J. Depies

GRANT OF EASEMENT

WHEREAS, Bielinski Homes, Inc. is the developer of that subdivision known as Fox Chase East, located within the Village of Eagle, Waukesha County, Wisconsin, and

WHEREAS, the Village of Eagle approved the Final Plat for Fox Chase East Subdivision on 12/10/07; which was recorded at the Waukesha County Register of Deeds on 3/17/08 as document # 3554719, and

WHEREAS, as a condition of approving the Subdivision, the Village of Eagle and Bielinski Homes, Inc. (Developer) entered into a Developer's Agreement on 10/23, 2007, which was recorded at the Waukesha County Register of Deeds on 3/17/08 as document # 3554721, and

WHEREAS, pursuant to the Developer's Agreement between the Village of Eagle and Bielinski Homes, Inc. is responsible for constructing (according to the specifications of the Village of Eagle), and dedicating to the Village of Eagle a Recreation Trail in, on and through certain portions of Outlot 1 and Outlot 3 as shown in the Plat of Fox Chase East; and

WHEREAS, the Plat for Fox Chase East shows the location of the Recreation Trail but does not detail the specifics of the use, control and management of the Recreation Trail.

NOW THEREFORE, Bielinski Homes, Inc. hereby grants to the Village of Eagle a perpetual easement over, on and through that portion of Outlot 1 and Outlot 3 in the Plat of Fox Chase East as depicted as "30' Recreation Trail and Maintenance Access Easement." The easement granted herein is subject to the following conditions:

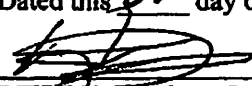
- 1) The Grantor hereby grants to the Village of Eagle, its successors and assigns, a permanent easement in, over, across and within the Easement Area for the installation, construction, use, repair, maintenance, replacement, operation and inspection of a public trail and associated amenities.
- 2) The public shall have the right to travel on, over and upon the easement.
- 3) Grantors and all future owners of any interest in the Easement Area shall make no use of the Easement Area that is inconsistent with or interferes with the exercise of the rights granted to the Village by this easement.
- 4) The easement shall run with the land and shall bind all successors and assigns of the Grantors and the Village.
- 5) The Grantors warrant that it has full right and authority to grant this easement to the Village and to agree to the covenants contained within this easement.
- 6) The Village of Eagle shall be responsible for maintaining the hard surfaced portion of the Recreation Trail once the Village of Eagle has accepted it. The Village however shall have no obligation or duty to maintain the vegetation within the easement area. The subdivision's Homeowners Association shall perpetually maintain the vegetation within the easement area. The subdivision's Homeowners Association and future lot owners within Fox Chase East shall not be responsible for snow removal of the hard surfaced portion of the Recreation Trail.


- 7) Grantor, its successors and/or assigns covenant not to erect any structure or conduct any activities upon the easement property that would interfere with the public use of the easement property as a multi-use trail.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by its duly authorized representatives and witnessed as of the date(s) hereinafter set forth.

Grantor
BIELINSKI HOMES, INC

Dated this 29th day of April, 2008


BIELINSKI HOMES, INC.
Harry Bielski


BIELINSKI HOMES, INC.
Frank Bielski


State of Wisconsin)
Waukesha County)

On April 29, 2008, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Harry/Frank Bielski as the authorized official of BIELINSKI HOMES, INC, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public, Waukesha County, Wisconsin
My Commission is Permanent
Timothy J. Voeller

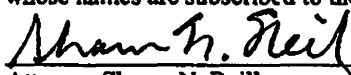
Dated May 2, 2008

Richard Spurrell, Village President

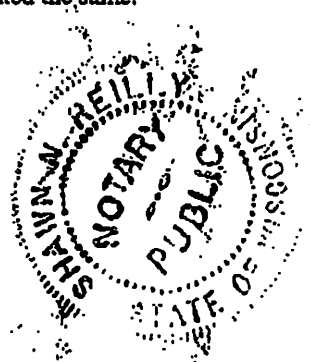
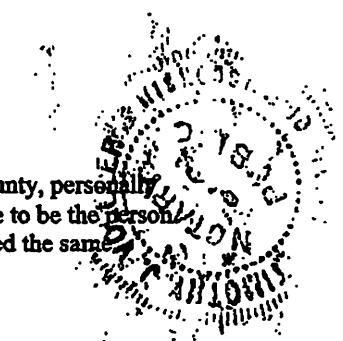

Shirley Mealy, Village Clerk

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

On May 8, 2008, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Richard Spurrell, Village President and Shirley Mealy, Village Clerk, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Attorney Shawn N. Reilly
Notary Public of Wisconsin
County of Waukesha
My commission is permanent

This instrument was drafted by:
Attorney Shawn N. Reilly
P.O. Box 355
Mukwonago, WI 53149
262-363-5050





WC3590207-019

Document Number

Fox Chase East
Storm Water Management Practice
Maintenance Agreement

3590207

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

07-30-2008 2:29 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 40.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 19

Bielinski Homes Inc., as "Owner" of the property described below, in accordance with Village of Eagle Code of Ordinances agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

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

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

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by the Village of Eagle.
2. After Storm Water Permit termination under 1., the current Titleholder(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit D.
3. The Village of Eagle, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit D. Upon written notification by the Village of Eagle or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by the Village of Eagle, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Eagle and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
4. Upon notification by the Village of Eagle of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Eagle.
5. If the Responsible Party does not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Village of Eagle is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Eagle, no notice shall be required prior to the Village of Eagle performing emergency maintenance or repairs. The Village of Eagle may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the maintenance responsibilities are transferred from the Owner to the Titleholder(s), the Village of Eagle shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder(s).

Name and Return Address

Brian Depies
Bielinski Homes, Inc.
P.O. Box 1615
Waukesha, WI 53187


Parcel Identification Number(s) - (PIN)

17/19

Owner (Developer or Association Representative):

BIELINSKI HOMES, INC

Dated this 29 day of April, 2008



BIELINSKI HOMES, INC.
Harry Bielinski



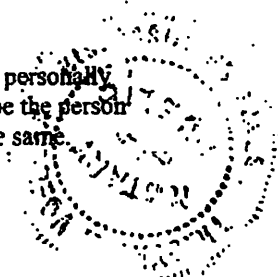
BIELINSKI HOMES, INC.
Frank Bielinski

State of Wisconsin)
Waukesha County)

On Apr. 29, 2008, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Harry / Frank Bielinski as the authorized official of BIELINSKI HOMES, INC, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public, Waukesha County, Wisconsin Timothy J. Voeller
My Commission is Permanent



Dated May 8, 2008




Richard Spurrell, Village President



Shirley Mealy, Village Clerk

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

On May 8, 2008, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Richard Spurrell, Village President and Shirley Mealy, Village Clerk, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Attorney Shawn N. Reilly
Notary Public of Wisconsin
County of Waukesha
My commission is permanent



This document was drafted by:

Curt Czarnecki
Yaggy Colby Associates
PO Box 180500
Delafield, WI 53018

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Plan. For a larger scale view of the referenced document, contact Waukesha County for an Overall Grading Plan.

Project Name: **Fox Chase East Subdivision**
Date of Recording: **TBD**
Map Produced By: **Yaggy Colby Assoc., P.O. Box 180500, Delafield, WI**
Location: **SW ¼, Section 23, T5N, R17E (Village of Eagle), Waukesha County, Wisconsin.**

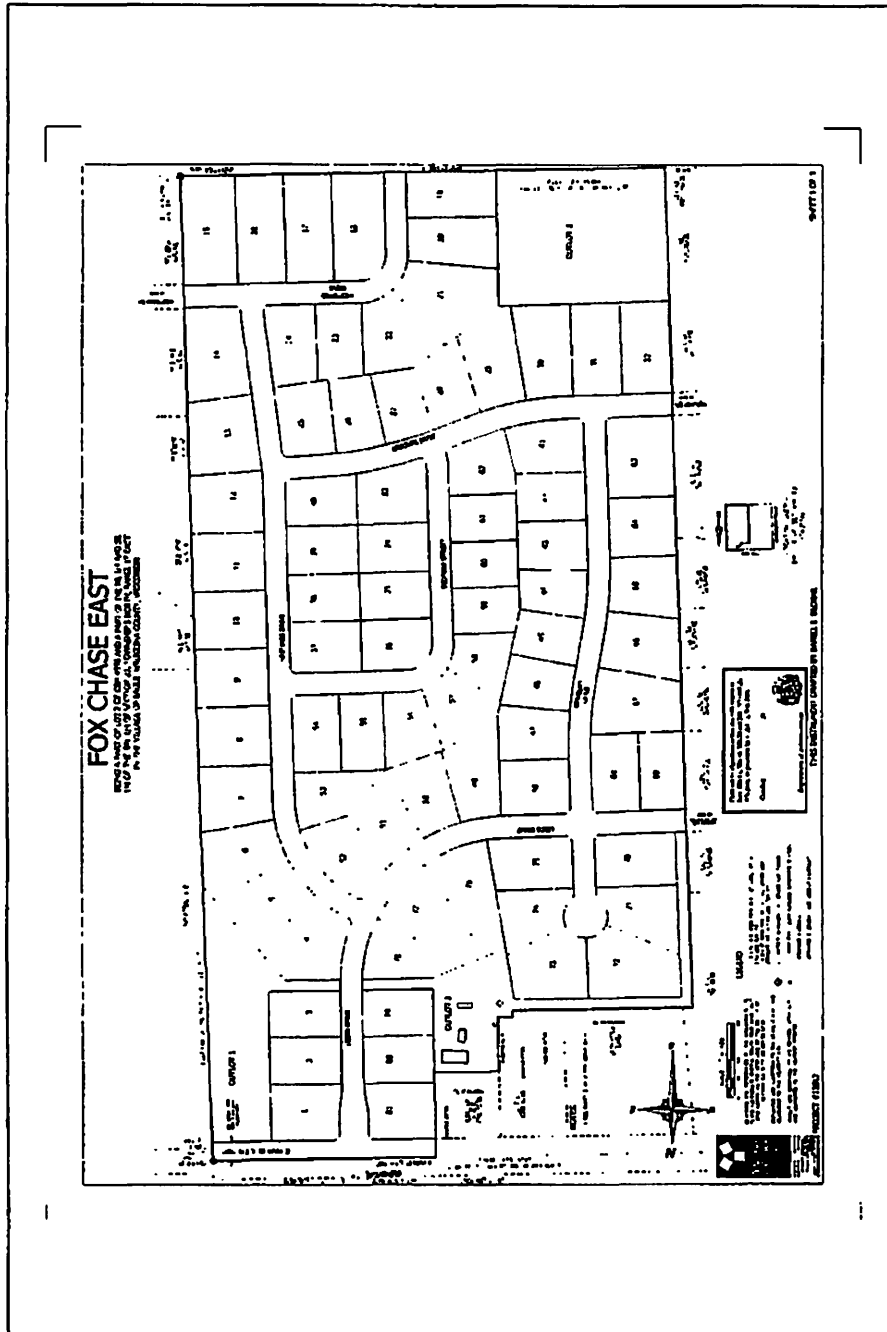


Exhibit B - Basin Wet Forebay/Infiltration Basin A

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plan, as shown below. The practices include two wet forebays, infiltration cell, emergency spillway, earthen berms and other components of these practices.

Project Name: Fox Chase East Subdivision
Storm water Practices: Wet Forebay (2) / Infiltration Basin A
Location of Practices: Northeast corner of site (Outlot 1)

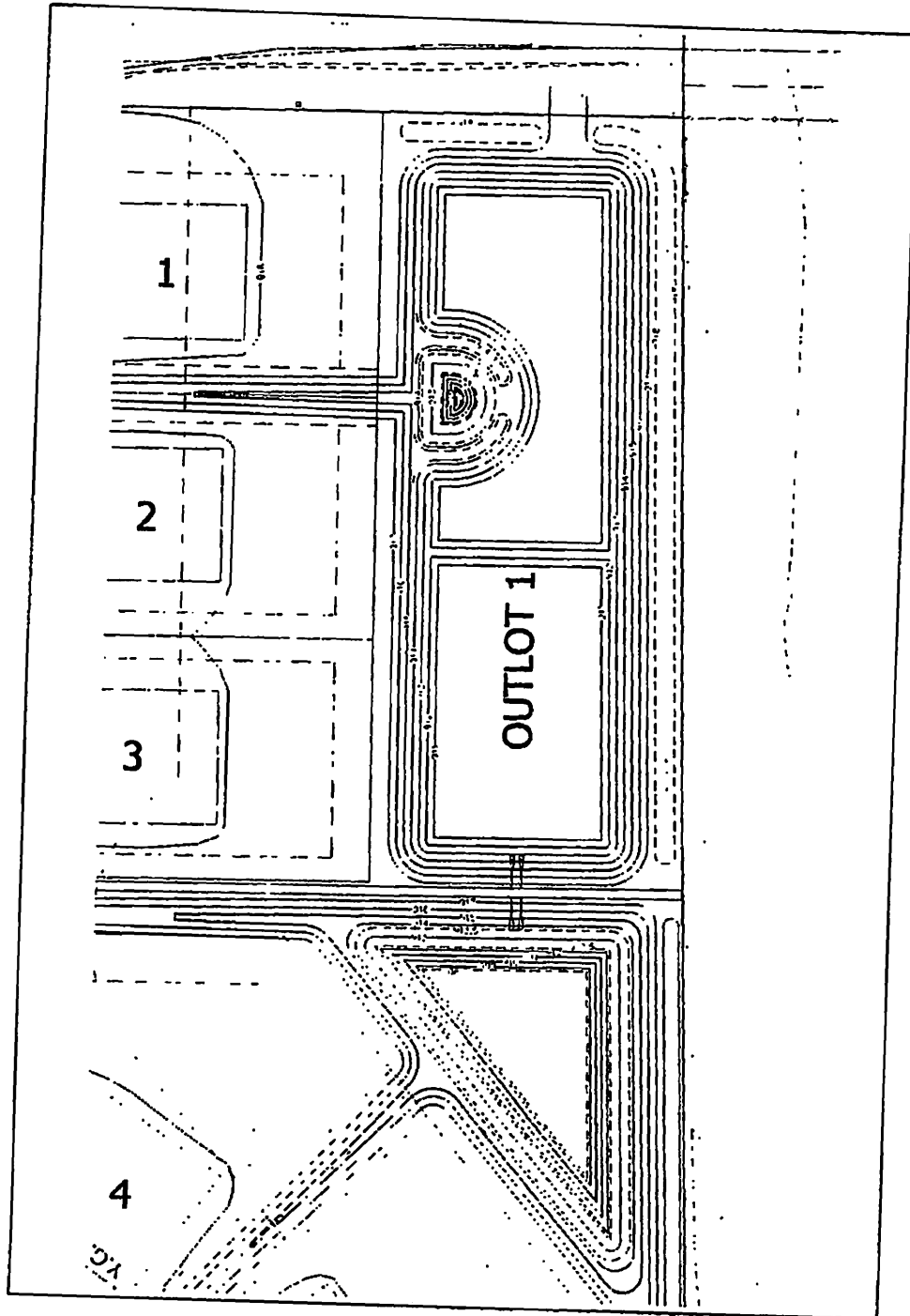


Exhibit C – Basin Wet Forebay/Infiltration Basin E

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plan, as shown below. The practices include one wet forebay, one spillway, outlet structure and piping, earthen berms and other components of these practices.

Project Name: Fox Chase East Subdivision
Storm water Practices: Wet Forebay/Infiltration Basin E
Location of Practices: Southwest corner of the site (Outlot 2)

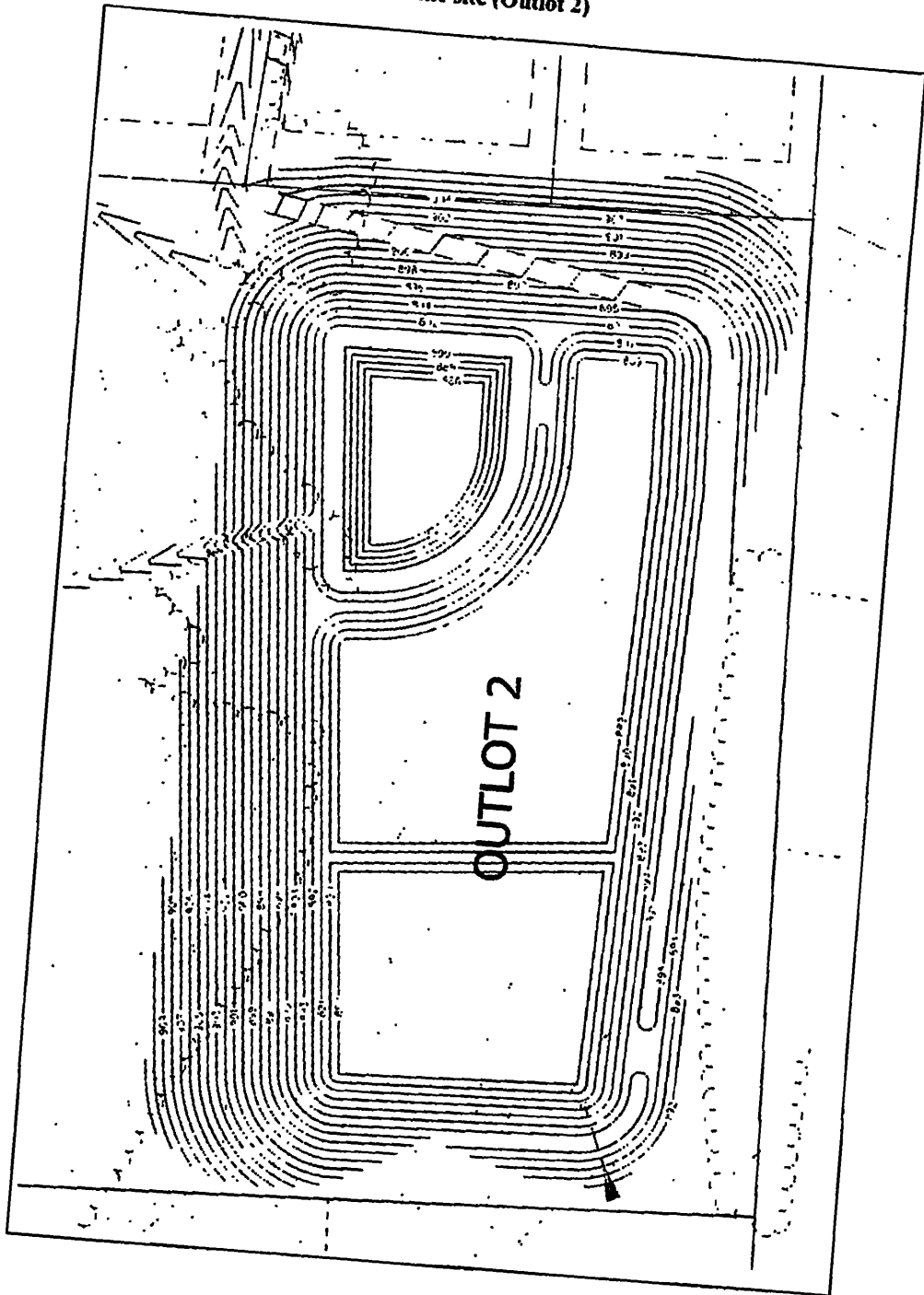


Exhibit D

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits B through C and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

WET DETENTION FOREBAY

System Description:

The wet detention forebay is designed to remove at least 60% of the Total Suspended Solids (TSS) in the site runoff prior to releasing into the infiltration cells and to reduce pre-development downstream peak flows. Swales and culverts function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan (see Exhibits B through C).

Minimum Maintenance Requirements:

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

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

INFILTRATION BASIN

System Description:

The infiltration basin is designed to reduce runoff volumes from a site after development by intercepting the runoff and allowing it to slowly seep (infiltrate) into the underlying soil and groundwater. Swales function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Exhibits B through E).

Minimum Maintenance Requirements:

To ensure the proper function of storm water infiltration basin, the following list of maintenance activities are recommended:

10. A minimum of 70% soil cover made up of native grasses and forbs must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses and forbs (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds, follow the attached seeding and maintenance specs found in Attachment E.
11. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - o If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - o If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 - o If inspection of the monitoring well shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.
 - o If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone - must be replaced.
12. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
13. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
14. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
15. No trees are to be planted or allowed to grow on the earthen berms of the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
16. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
17. If floating algae or weed growth becomes a nuisance in the forebay (decay odors, etc.), it must be removed and deposited where it cannot drain back into the basin or forebay. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
18. When sediment in the forebay has accumulated to an elevation of three feet below the outlet elevation, it must be removed (refer to figure). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase deposition in the infiltration basin.
19. No grading or filling of the basin or berms other than for sediment removal is allowed.
20. Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around forebay may attract nuisance populations of geese to the property and is not necessary or recommended.

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21. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the Village of Eagle under the provisions listed on page 1 of this Agreement.

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Exhibit E
VEGETATION PLAN FOR STORM WATER
MAINTENANCE PRACTICES

RECOMMENDED VEGETATION PLAN FOR THE STORM WATER
MAINTENANCE PRACTICES OF
FOX CHASE EAST SUBDIVISION
VILLAGE OF EAGLE, WAUKESHA COUNTY

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Introduction:

The storm water wet forebay and infiltration cells (dry detention) have been designed to treat and control storm water runoff associated with the development of Fox Chase East Subdivision. This vegetation establishment and maintenance plan includes recommendations to ensure the basin and cells function as effective storm water management practices.

Seeding Plan:

Establishment of viable vegetation communities within the Wet Forebays and Infiltration areas will be completed by hand-broadcasting of pre-designed seed mixes. The specified mixes should include most of the following plant species:

Wet Forebays Safety Shelf- "Emergent Mixed Height Seed Mix #8" by Agrecol (1-800-291-1221) or Equivalent

COMMON NAME	LATIN NAME
GRASSES	
Blue Joint Grass	<i>Calamagrostis canadensis</i>
Rattlesnake Grass	<i>Glyceria canadensis</i>
Reed Manna Grass	<i>Glyceria grandis</i>
Rice Cutgrass	<i>Lyceria oryzoides</i>
Prairie Cordgrass	<i>Spartina pectinata</i>
SEDGES and RUSHES	
Bristly Sedge	<i>Carex comosa</i>
Fringed Sedge	<i>Carex crinita</i>
Porcupine Sedge	<i>Carex hystericina</i>
Tussock Sedge	<i>Carex stricta</i>
Dudley's Rush	<i>Juncus dudleyi</i>
Common Rush	<i>Juncus effusus</i>
Path Rush	<i>Juncus tenuis</i>
Torrey's Rush	<i>Juncus torreyi</i>
Hard-Stemmed Bulrush	<i>Scirpus acutus</i>
Dark Green Bulrush	<i>Scirpus atrovirens</i>
Wool Grass	<i>Scirpus cyperinus</i>
River Bulrush	<i>Scirpus fluviatilis</i>
Red Bulrush	<i>Scirpus pendulus</i>
Common Three Square Rush	<i>Scirpus pungens</i>
Soft Stem Bulrush	<i>Scirpus validus</i>
WILDFLOWERS	
Sweet flag	<i>Acorus calamus</i>
Common Water Plantain	<i>Alisma subcordatum</i>
Common Beggar's Tick	<i>Bidens frondosus</i>
Blue Flag Iris	<i>Iris virginica shrevei</i>
Monkey Flower	<i>Mimulus ringens</i>
Arrowhead	<i>Sagittaria latifolia</i>
Giant Bur-reed	<i>Sparganium eurycarpum</i>

Infiltration Area- Agrecol "Wet Prairie Mixed Height (#14)" Mix or Equivalent

COMMON NAME	LATIN NAME
WILDFLOWERS	
Marsh Milkweed	<i>Asclepias incarnate</i>
Common Milkweed	<i>Asclepias syriaca</i>
New England Aster	<i>Aster novae-angliae</i>
Red Stemmed Aster	<i>Aster puniceus</i>
Common Beggar's Ticks	<i>Bidens frondosus</i>
Rattlesnake Master	<i>Eryngium yuccifolium</i>
Spotted Joe-Pye Weed	<i>Eupatorium maculatum</i>
Boneset	<i>Eupatorium perfoliatum</i>
Sneezeweed	<i>Helenium autumnale</i>
Saw-Tooth Sunflower	<i>Helianthus grosseserratus</i>
Early Sunflower	<i>Heliopsis helianthoides</i>
Great St. John's Wort	<i>Hypericum pyramidatum</i>
Marsh Blazing Star	<i>Liatris spicata</i>
Monkey Flower	<i>Mimulus ringens</i>
Wild Bergamot	<i>Monarda fistulosa</i>
Glade Mallow	<i>Napaea dioica</i>
Wild Quinine	<i>Parthenium integrifolium</i>
Mountain Mint	<i>Pycnanthemum virginianum</i>
Yellow Coneflower	<i>Ratibida pinnata</i>
Sweet Black-Eyed Susan	<i>Rudbeckia subtomentosa</i>
Cupplant	<i>Silphium perfoliatum</i>
Prairie Dock	<i>Silphium terebinthaceum</i>
Grass-Leaved Goldenrod	<i>Solidago graminifolia</i>
Ohio Goldenrod	<i>Solidago ohioensis</i>
Riddell's Goldenrod	<i>Solidago riddellii</i>
Purple Meadow Rue	<i>Thalictrum dasycarpum</i>
Blue Vervain	<i>Verbena hastata</i>
Ironweed	<i>Vernonia fasciculata</i>
Culver's Root	<i>Veronicastrum virginicum</i>
Golden Alexanders	<i>Zizia aurea</i>
LEGUMES	
Wild Senna	<i>Cassia hebecarpa</i>
Canada Tick Trefoil	<i>Desmodium canadense</i>
Wild White Indigo	<i>Baptisia leucantha</i>
SEDGES	
Common Fox Sedge	<i>Carex stipata</i>
Brown Fox Sedge	<i>Carex vulpinoidea</i>
Path Rush	<i>Juncus tenuis</i>
Dark Green Bulrush	<i>Scirpus atrovirens</i>
Wool Grass	<i>Scirpus cyperinus</i>
GRASSES	
Big Bluestem	<i>Andropogon gerardii</i>
Fringed Brome	<i>Bromus ciliatus</i>
Blue Joint Grass	<i>Calamagrostis canadensis</i>
Canada Wild Rye	<i>Elymus canadensis</i>
Virginia Wild Rye	<i>Elymus virginicus</i>
Rattlesnake Grass	<i>Glyceria canadensis</i>
Reed Manna Grass	<i>Glyceria grandis</i>
Rice Cutgrass*	<i>Leersia oryzoides*</i>
Switch Grass	<i>Panicum virgatum</i>
Indian Grass	<i>Sorghastrum nutans</i>
Prairie Cord Grass	<i>Spartina pectinata</i>

* Because of the rough, cutting edges of Rice Cutgrass (*Leersia oryzoides*) and the proximity of the plantings to residential homesites (possibly with children), it is

recommended that this species be removed from the mix on this site and replaced in equal amounts with the other specified grasses in this mix.

Specifications for Hand Broadcasting:

Seed in accordance with attached specifications.

Vegetation Care and Maintenance:

A. First Growing Season

Note: Because of the proximity to residential homesites it is recommended that burning not be used as a control/maintenance measure.

1. Control unwanted invasive "weedy" species by mowing entire planted area with a flail-type mower to 6 inches when growth reaches 10 to 12 inches, or once a month, whichever is sooner. Remove all clippings. Repeat this step as often as necessary to ensure that no weeds go to seed, and to prevent tall weeds from shading out the native plantings. This will prevent production of more weeds, which could continue to cause problems the second year. Native wildflowers and grasses rarely exceed 6 inches in the first season and will not be harmed.
2. **DO NOT PULL WEEDS.** Since wildflower seeds remain very small in the first year, pulling weeds may uproot the plantings.
3. After last mow of the season, leave dead vegetation standing over winter for insulation and to reduce potential frost heave.

B. Second Growing Season

1. Mow vegetation to the ground in early to mid-spring and rake off the cuttings.
2. Control biennial weed growth by mowing entire planted area with a flail-type mower to 12 inches in late spring or early summer (mid-June), and remove all clippings. This will kill unwanted weeds or severely set them back. Native plants rarely exceed 12 inches in the second year and will not be harmed. Repeat as necessary.
3. Leave dead vegetation standing over winter for insulation and to reduce potential frost heave.

C. Third Year and Beyond

1. Mow the slated portion of the specified area in mid-spring, mowing vegetation to the ground. Cuttings should be removed by raking.

NEVER SPRAY WITH HERBICIDE, unless a qualified herbicide applicator from Agrecol (or approved nursery where seed was purchased) determines that selective herbicide is necessary to

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eliminate persistent noxious weed growth. Selective herbicide product shall be consistent with seeding specifications (attached) and applied only by a qualified applicator.

**DETENTION BASIN AND INFILTRATION AREA
SEEDING SPECIFICATIONS
(REVISION DATE 12/27/2006)**

PART 1.00 GENERAL: Division One governs this section.

1.01 DESCRIPTION:

A. Work included: Perennial Seed work shall include topsoil preparations, fine grading, seeding, mulching and maintenance operations as indicated on plans and specifications herein.

1.02 QUALITY ASSURANCE:

A. Qualifications of workers: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with type of materials being installed and best methods for their installation and who shall direct all work performed under this section.

B. Standards:

1. Quality shall conform to current edition of "Horticulture Standards" for No. 1 Grade Nursery Stock as adopted by the American Association of Nurserymen.
2. All seed shall be true to name and or lot shall be tagged with name of seed in accordance with standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

1.03 SUBMITTALS:

A. Materials list:

Within 35 days after award of contract and before any planting materials are delivered to job site, submit to developer a complete list of all plants and other items proposed to be installed.

1. Include complete data on source and quality.
2. Demonstrate complete conformance with requirements of this section.
3. This shall in no way be construed as permitting substitution for specific items described in drawings or these specifications unless substitution has been approved in advance by developer and Landscape Architect.

B. As-built drawings: During course of installation, carefully record in red line on a print of planting drawings all changes made to planting system layout during installation.

- C. **Manual:** Upon completion of installation, deliver to Owner one copy of a manual compiled in accordance with these specifications, including a folded copy of as built drawings in the manual.
- D. **Certificates:** All certificates required by law shall accompany shipments. Upon completion of installation, deliver all certificates to developer and Landscape Architect.

1.04 PRODUCT HANDLING:

A. Delivery and storage:

1. Deliver all items to site in their original containers with all labels intact and legible at time of inspection by Landscape Architect or other qualified professional (here forth referred to as LA).
2. Immediately remove from site all materials, which are not true to name and all materials, which do not comply with provisions of this section of these specifications.
3. Use all means necessary to protect materials before, during and after installation and to protect installed work and materials of all other trades.

B. Replacements:

In the event of damage or rejection, immediately make all repairs and replacements necessary to meet approval of LA, at no additional cost to Owner.

PART 2.00 PRODUCTS

2.01 HERBICIDE:

Herbicide shall be non-discriminating type such as Round Up or equal. Apply as directed by manufacturer for maximum results.

2.02 SOIL CONDITIONER:

Soil conditioner shall be organic in nature such as well-rotted compost, Canadian peat moss or leaf mold. Substitutions shall be allowed, if approved in writing by LA.

2.03 MULCH:

Mulch shall be comprised of clean, seed-free, non-invasive straw. Wheat, rye, oats, or barley are acceptable forms of straw.

2.04 NATIVE SEED:

- A. Seed mix shall be comprised of those mixes provided in the "RECOMMENDED VEGETATION PLAN FOR THE STORM WATER MAINTENANCE PRACTICES OF FOX CHASE EAST SUBDIVISION." Seed mixes are available at Agrecol Corporation, phone number (800) 291-1221. Seed mixes obtained by a different source must consist of the same seed species, purities and ratios, and must

be approved by LA. Contractor shall furnish guaranteed statement of percentages of purity and germination of each species to developer and LA.

- B. Seed shall be free from noxious weed seeds and/or species not included in the Vegetation Plan. Failure to do so shall require contractor to eradicate all undesired species from seeding area at no cost to Owner.
- C. All seed to have been pre-treated with scarifications or stratifications necessary for germination.

2.05 OTHER MATERIALS:

- A. All other materials not specifically described but required for a complete installation.
- B. Annual Rye: Seed shall be free from noxious weed seeds. Failure to do so shall require contractor to eradicate all undesired species from seeding area at no cost to Owner.

PART 3.00 EXECUTION

3.01 INSTALLATION TIME:

If installation is to occur in autumn, seed late enough to prohibit germination until the following spring, typically after October 15.

3.02 SURFACE CONDITIONS:

- A. Inspection:
 - 1. Prior to all work of this section, carefully inspect installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that seeding is completed in accordance with original design and referenced standards.
- B. Discrepancies: In the event of discrepancies, immediately notify LA. Do not proceed with installation in areas of discrepancies until all such discrepancies have been fully resolved.

3.03 BED PREPARATION:

- A. Topsoil preparation: Four weeks prior to seeding, rototill or otherwise scarify and loosen topsoil as necessary to bring it to proper condition. Remove foreign matter larger than 1" in diameter.
- B. Soil sterilization: Apply herbicide (See Products 2.01) to seeding areas a minimum of three (3) times, no less than two (2) weeks apart, beginning at least eight (8) weeks prior to proposed seeding time. Four weeks prior to seeding, irrigate areas as

needed to maintain constant moisture for a period of two weeks. Apply final (3rd) herbicide application and do not irrigate for two weeks before seeding.

- C. **Soil conditions:** Do not fertilize. If soil is depleted of nutrients, organic soil conditioner (See Products 2.02) shall be worked in to top 6" of soil at a rate of 1'-0" cu. ft. peat moss to 4'-0" cu. ft. topsoil.
- D. **Finish grading:**
 - 1. If prepared seedbed is eroded or compacted at time of seeding, rework surface as specified.
 - 2. All areas to be seeded shall be thoroughly loosened and graded to true lines, free from unsightly variations, lumps, ridges or depressions. Remove all sticks, stones, roots or other objectionable material over 1" in any dimension, which might interfere with formation of soil. All inequalities and soft spots shall be corrected before seeding. Finished surface shall be true to grade, and shall be smooth, even and firm at all points.
 - 3. Heavy equipment **shall not** be operated in areas to be seeded following seedbed preparation, and should generally be avoided to the greatest extent possible prior to seedbed prep. to prevent soil compaction.

3.04 SEEDING:

Method: Seed (See Products 2.05) as specified, shall be evenly sown by hand-broadcast at even rate per recommended lbs./acre, using the following steps:

- A. Mix all seed with vermiculite according to recommendations from nursery.
- B. Broadcast half the seed over the entire basin or target area.
- C. Broadcast the other half of seed perpendicular to the direction that the first half of the seed was broadcast.
- D. Seed with annual rye as cover crop, to be spread at a density of 20 pounds per acre during the planting or seeding of the plant species to stabilize the soil and reduce the growth of unwanted vegetation.
- E. Winter wheat or perennial rye shall not be used as a cover crop.
- F. Cover seed with ¼-inch to ½-inch of soil (use any excess soil from the site) with rake or drag.
- G. Roll site to ensure firm seed-to-ground contact.

3.05 SEEDING SCHEDULE:

- A. Spring Seeding:
March 01-June 01
Use biodegradable erosion control matting or hydro-mulching in erosion prone sites.
- B. Fall Seeding:
October 15-December 01

Use biodegradable erosion control matting or hydro-mulching in erosion prone sites. In spring of following season, overseed annual rye as cover crop.

3.06 MULCHING:

All seeding shall be covered with 1-inch of clean, non-invasive straw (no marsh hay, or reed canary grass) without seeds, within seven days.

3.07 PROTECTION:

Protect all seeded areas by erecting temporary fencing as necessary to prevent trampling.

3.08 CLEANING, REMOVAL, AND REPAIR:

- A. Paved areas over which hauling operations have been conducted shall be kept clean. Promptly remove materials spilled on pavement.
- B. Upon completion of seeding, remove from site and legally dispose of the following:
 - 1. Surplus sub-grade material.
 - 2. Stone and foreign matter.
- C. Repair existing planting damage by operations under contract. Repair shall include finish grading, seeding or sodding as required to match existing grade and plantings and maintenance of repaired areas.

3.09 INSPECTION:

In addition to normal progress inspections, schedule and conduct the following formal inspections, giving LA at least 24 hours prior notice of readiness for inspection:

- A. Inspection of seeds in containers prior to mixing.
- B. Inspection of all products.
- C. Inspection of detention basin locations, to verify compliance with drawings.
- D. Provisional acceptance inspection after completion of planting; schedule this inspection sufficiently in advance and in cooperation with LA and Landscape Architect so that provisional acceptance inspection may be conducted within 24 hours after completion of planting.
- E. Final inspection by LA at end of maintenance period provided that all previous deficiencies have been corrected.

3.10 GUARANTEE PERIOD:

- A. General: Guarantee all seeding, starting with the installation and continuing for three years after provisional acceptance inspection by LA and Landscape Architect.
- B. Performance Standards (to be verified by LA):
 - Seeding Year Emergence of cover crop
 - Year 1: 1/3 forb species and 3+ grass species should be present.

Year 2: 20% cover of area in grasses and 20% cover in forbs. 50% of seeded species should be present

Year 3: At least 35% cover of area in grasses and 35% cover in forbs
70-100% of seeded species present
Supplemental seeding can begin

C. Work included:

1. During germination and first six weeks of growth ground is to be kept consistently moist or saturated.
2. Protect all planted areas against damage and wildlife, including erosion and trespassing, by providing and maintaining proper safeguards. (Orange construction fencing is recommended)

D. Replacement:

1. At end of guarantee period, all seeded materials shall be in a healthy growing condition.
2. Continue guarantee period at no additional cost to Owner if, in the opinion of LA, it is advisable to extend guarantee for a beyond 3rd growing season, an inspection at end of extended guarantee period shall be made to determine acceptability of items involved.