



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA

Village of Summit Plan Commission Thursday, October 16, 2025, 5:30 p.m. At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. MINUTES
 - September 18, 2025
5. Next meeting date – proposed for Thursday, November 20, 2025, at 5:30 p.m.
6. **REGULAR BUSINESS:**
 - A. Discussion and action on electing a Plan Commission vice-chair for the term of October 16, 2025 – June 17, 2026
 - B. Discussion and action on request of Genesee Lake Road LLC, property owner and applicant, for the Final Plat and related documents to accommodate a 19-lot single-family residential conservation subdivision on property located on the south side of Genesee Lake Road and east of the Ravinia Park subdivision (SUMT0678996).
 - C. Provide feedback, initiate an application, and schedule a public hearing for a text amendment to Chapter 111 Zoning and Shoreland Ordinance related to pool equipment setbacks.
 - D. Provide feedback regarding potential ordinance language for the regulation of exterior lighting.
7. **UPDATE** regarding Village Board action on Plan Commission matters
8. **ADJOURN** Plan Commission meeting

Respectfully submitted,

Amy Barrows, Village Planner

Next meeting date: November 20, 2025

Posted: October 10, 2025

***** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

***** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Village of Summit Plan Commission noticed above.



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MINUTES

Village of Summit Plan Commission

September 18, 2025

CALL TO ORDER

Chairperson Jim Siepmann called the Village of Summit Plan Commission meeting to order on Thursday, September 18, 2025, at 5:30 p.m. at Summit Village Hall 37100 Delafield Road, Summit WI.

ROLL CALL AND CONFIRM POSTING

Deputy Clerk/Deputy Treasurer Sarah LaValliere took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were Jim Petronovich, Sandra Murray, Annette Kaja, Paul Schmitter, Jay Obenberger and Alternate Joan Gucciardi. Also, present were Chairperson Jim Siepmann, Planner Amy Barrows, and Deputy Clerk/Deputy Treasurer Sarah LaValliere.

MINUTES

- August 21, 2025

MOTION: (Petronovich, Schmitter) *to approve the minutes as presented.* Carried.

Next meeting date – proposed for Thursday, October 16, 2025, at 5:30 p.m.
Annette Kaja will not be able to attend.

REGULAR BUSINESS:

Discussion and action on a request by Kamron Nash, Village of Summit Public Works Director, to construct a dumpster enclosure at Genesee Lake Road Park. The subject property is located at 37505 Genesee Lake Road (SUMT0685979001).

Planner Amy Barrows presented the request by Public Works Director Kamron Nash.

Director Nash provided the project scope for the dumpster enclosure.

The Plan Commission discussed dumpster options, and reasoning for location, and made recommendation to move the dumpster back a few feet to not affect the parking stalls in front of it. Additionally, putting a man/side door in so gates don't have to be opened often. Composite material is recommended in lieu of the vinyl option for maintenance and longevity.

MOTION: (Kaja, Schmitter) *to approve the dumpster enclosure at Genesee Lake Road Park location including*

a separate door for access and consideration of materials with a strong preference for composite versus vinyl to thwart future costs for replacement or repairs. Carried

UPDATE regarding Village Board action on Plan Commission matters

- Discussion and action on a request by Jon Spheeris for an Extraterritorial Certified Survey Map to create two lots on property owned by William and Mary Karen Irwin. The subject property is located at W330 N247 Kettle Moraine Drive in the Town of Delafield (DELT0840994003). - Approved
- Discussion and action on a request by Phil Zagrodnik for a Certified Survey Map to combine multiple properties into a single lot of record on property owned by Northcrest. Properties LLC, located at 34324 Delafield Road (SUMT0669053). – Modified and approved
- Discussion and action on a Stormwater Maintenance Agreement with Genesee Lake Road LLC for The Bark River Conservancy development (SUMT0678996). - Approved
- Discussion and action on a request by John Siepman, Siepman Realty, for a Final Plat and related documents to accommodate a 12-lot single-family conservation type subdivision on property owned by Mark and Eileen Lurvey Trust. The subject property is in part of the NW ¼ & SW ¼ of Section 35 T7N, R17E, at 543 S. Wayfare Trail (SUMT0714999001). – Approved subject to staff review and approval

UPDATE regarding Zoning Code Land Use Project

- Discuss provisions for the commercial storage of boats, trailers, and other vehicles and equipment - Finalized.
- Discuss provisions for limited family businesses – Forwarded with recommendations.
- Discuss provisions for landscape businesses and nurseries – Next month.
- Initiate discussion related to event facilities and agri-business uses.
 - a. Summary of comments from May 29, 2025, public listening session
 - b. Initial feedback and establish informational needs for next meeting.

Next meeting date for the Sub-Committee is in November.

ADJOURN Plan Commission meeting.

MOTION: (Schmitter, Murray) *to adjourn the Plan Commission meeting at: 6:00 p.m.* Carried.

Respectfully submitted,

Sarah Lavalliere, MPA
Deputy Clerk/ Deputy Treasurer

Next meeting date: October 16, 2025

**BARK RIVER CONSERVANCY
SINGLE-FAMILY SUBDIVISION – FINAL PLAT
10/16/2025 Plan Commission Meeting
Eschweiler Property (SUMT0678996)**

Staff Report

Village of Summit, Wisconsin

Property Location: South side of Genesee Lake Road, east of Ravinia Park

Property Owner: Genesee Lake Road LLC

Applicant: Genesee Lake Road LLC

Possible Motion: *Recommend Village Board conditionally approve the Final Plat subject to the following conditions being met prior to obtaining Village signatures:*

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner, and all other objecting and approval authorities.*
- B. APPROVALS OF SUPPORTING DOCUMENTATION FROM VILLAGE STAFF: The Stormwater Maintenance Agreement, Financial Guarantee amount and method, Declaration of Restrictions, Open Space Management Plan, and Conservation Easement documents shall be reviewed and approved by Village Staff. **The applicant has already received approval of the Stormwater Maintenance Agreement and Financial Guarantee amount and method.***
- C. SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this Final Plat approval, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this final plat approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- D. ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions and recording the plat within one year of the Village Board granting conditional approval of the final plat.*
- E. REZONING. All conditions of Ordinance No. 143-2025 that conditionally rezoned the property from the A-1 Agricultural District to the R-1 Estate Residential District – Conservation Development shall be met.*

Summary:

The applicant is requesting Final Plat approval for the Bark River Conservancy Subdivision containing 19 single-family lots and several outlots. The Village Board, following a recommendation from Plan Commission, conditionally approved a rezone and preliminary plat at their May 8, 2025 meeting. The following is an updated review by the Village's Engineer and Surveyor and the

Planner's list of conditions from the preliminary plat with follow up comments provided in red ink. The rezone ordinance is also included in the meeting packet. **All applicable conditions have been met.**

Surveyor and Engineer Conditions:

The Village Engineer approved the Civil Plans prepared by Ellena Engineering Consultants, revised on July 24, 2025.

The Village Engineer approved the Storm Water Management Plans prepared by Ellena Engineering Consultants, revised on July 24, 2025.

A Stormwater Maintenance Agreement was reviewed and approved by the Village Board on September 11, 2025.

A financial guarantee was approved by Engineering Staff and the Village Board on August 12, 2025.

A Developer's Agreement was approved by the Village Board on August 12, 2025.

Planner Conditions:

1. Approval of the subdivision plat is subject to the rezoning being approved by Village Board. The number of lots shall comply with the density standards of the 2045 Comprehensive Plan and Zoning Ordinance.
The rezone was approved. There are no pending conditions that impact the Final Plat.
2. The draft subdivision declaration of restrictions and an open space management plan will need to be reviewed and approved as part of the Final Plat submittal.
Pending review.
3. It is recommended that the areas of wetland, floodplain, primary environmental corridor, be placed in a conservancy easement granted to either Waukesha County, the Village of Summit, or a nonprofit organization.
A conservancy easement has been drafted with the Waukesha Land Conservancy as the beneficiary.
4. The applicant shall work with Waukesha County Department of Parks and Land Use to relocate the existing trail easement that runs through the property. A revised easement document shall be prepared and recorded at such time as the Final Plat is recorded. *The easement has been relocated. The applicant is working with Waukesha County to finalize the easement document language.*
5. Wetland, Floodplain, and Primary Environmental Corridor resource restrictions shall be added to the Final Plat. The restrictions should allow the construction of a trail subject to approvals from the Village of Summit, DNR, and ACOE.
The restrictions were added. Floodplain will need to be added to the title. Waukesha County shall be replaced with the Village of Summit. The restrictions should exempt the construction of a trail by Waukesha County.
6. The developer is proposing to have more restrictive setback standards than the Village of Summit Zoning Ordinance. The setback shall be noted on the plat with a statement that the setback is more restrictive than the Village of Summit Zoning Ordinance and cannot be modified. *This note has not been added. I recommend the building envelopes be added to the detail sheets on the plat for future reference, and that a note be placed on the plat that accessory structures are subject to a reduced setback per the zoning ordinance. Exact language can be established by staff.*

Below are the standards:

Setback	Required	Proposed
Street	50 ft.	75 ft.
Side-yard	20 ft.	30 ft.
Rear-yard	20 ft.	30 ft.

7. Written documentation shall be presented to the Village from the Waukesha County Environmental Health Division stating that each lot is suitable for a septic system. *This condition has been satisfied.*
8. Village Staff shall review the soil tests to ensure the proposed established minimum basement elevations prevent high groundwater from entering basements. The Village’s ordinance requires a 1-ft. separation between the basement floor and the anticipated high groundwater elevation. *This condition has been satisfied.*
9. The Master Grading Plan shall be reviewed and approved by Village Staff. An interim plan can be submitted for review and approval. *This condition has been satisfied.*
10. A detailed rendering of the entryway signage shall be submitted for review and approval, including the location, type, and size, as part of the Final Plat submittal.
The applicant is proposing an 8 ft. x 4 ft., 32 sq. ft. composite material entrance sign affixed to a wood-tone plank face and stone monument base and pillar. The lettering and logo would be white with a black background. There is no internal or external illumination. The overall height of the sign with pillar is 12’9”. The width of the base is 13’4”.

Subdivision signage requires Plan Commission approval. The number of signs approved is based on appropriateness with traffic flow, pedestrian safety, and design of the overall site. Monument signage is required to be at least 5 ft. from the side and rear lot lines and may only be placed in the right-of-way of the road with an easement. The proposed signage complies with the setback requirements. The Plan Commission shall determine the appropriateness of the sign size and design. The signage shall comply with the Village’s Design Guidelines, which are summarized below:

- *Entry signage should be monument style with natural materials: brick, stone, wood. Accent materials such as metal used in limited quantity*
- *Individual, plaque-style engraved or wrought letting and symbols should be used*
- *Internally illuminated lettering and symbols should not be used unless subtle, encourage illumination from nearby point source*
- *Durable and weather-resistant, painted signage should be avoided*
- *Landscaping should be incorporated at base*
- *Compliance with signage ordinance required*

11. The applicant is proposing to plant 55 trees, 12 shrubs, and many grasses along Genesee Lake Road and around proposed entry signage. The Landscape Plan will need to be reviewed by Village Staff. If any additional landscaping is proposed, a plan shall be submitted as part of the Final Plat submittal. The open space areas must be addressed on the Final Landscape Plan. Consideration should be given to screening the adjacent properties from vehicular traffic.

A revised landscape plan is included in the packet. The applicant did not include additional trees to screen the development as requested by neighbors as part of the public hearing. The applicant feels that there is substantial vegetative screening that already exists.

12. The temporary turnaround at the south end of Meadow Park Place in the Ravinia Park subdivision shall be removed and restored and the road properly extended at the cost of the developer. The construction, restoration and maintenance related to the public road improvements and restoration shall be included in the Developer's Agreement. A plan for restoration shall be included with the final construction plans.

The construction drawings identify restoration of the temporary turnaround. The Developer's Agreement requires compliance with the Project Plans.

13. Waukesha County shall be added as a review authority. All comments provided in the County's letter dated April 2, 2025 shall be met.

Waukesha County has been added as a review authority.

14. Public Access to the Bark River and pond shall be noted on the Final Plat if required by the Wisconsin Department of Administration. If the pond is considered a public water of the state, the provisions of Section 111-94(c) shall be met. It may be in the best interest of the developer to transfer adjacent lands with an adjoining property owner to avoid these provisions. *The developer transferred lands with the adjacent land owner so that the development does not have any access to the pond. The property abuts the Bark River and access requirements will be determined by DOA.*

15. The Developer's Agreement shall include a provision that construction access is limited to Genesee Lake Road. Village Board should determine appropriate working hours.

Signage limiting construction to Genesee Lake Road has already been installed. The Developer's Agreement limits construction hours from 7 am to 7 pm during weekdays and Saturdays and from 9 am to 5 pm on Sundays.

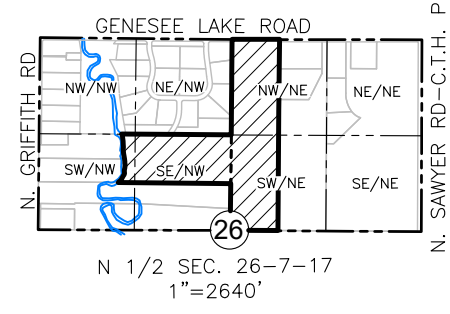
Additional planner comments based on the submittal of the Final Plat

- The Village should determine proper ownership and provisions related to Outlot 2, which is intended to provide future access to the adjacent lot to the south. The Village may want to consider the following note on the Final Plat and in the Declaration of Restrictions. Outlot 2 is retained by the owner/subdivider reserved for future public road purposes. To be dedicated when the adjacent property to the south is developed." This item will require review from the Village Attorney.
- The minimum basement elevation table should be added to the Master Grading Plan rather than being noted on the Final Plat, unless a note is added that allows modification with Village Engineer approval.
- Note 1 on Sheet 1: The note shall reference that **part of** Outlot 4 is used for storm water management facilities. The ownership of Outlot 2 may need to be modified.
- Note 5 on Sheet 1: A date should be added.
- Note 8: The note should be removed and the boundary should be illustrated on the map. The shoreland boundary is coming from multiple sources.
- The following note should be added to the end of the basement restriction note: "Minimum basement elevations shall comply with the table noted on the Master Grading Plan (or Final Plat) and may only be modified with approval from the Village Engineer."

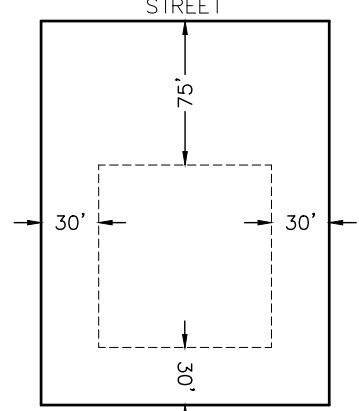
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

VICINITY MAP



BUILDING SETBACK DETAIL



STREET SETBACK = 75'
SIDE YARD SETBACK = 30'
REAR SETBACK = 30'

LOT#K	SHGW/ELEV*	LOWEST BSMT ELEV (SHGW+1)	MIN BSMT ELEV PER MG#(9)	MIN Y/ELEV
1	868.5	869.5	871.5	879.5
2	868.5	869.5	871.5	879.5
3	867.0	868.0	871.5	879.5
4	868.7	869.7	871.7	879.7
5	868.5	869.5	871.5	879.5
6	868.0	869.0	871.5	879.5
7	869.0	870.0	872.0	880.0
8	868.4	869.4	871.5	879.5
9	867.7	868.7	871.6	879.6
10	868.8	869.8	872.0	880.0
11	867.4	868.4	871.5	879.5
12	867.0	868.0	871.5	879.5
13	867.0	868.0	872.0	880.0
14	866.5	867.5	871.5	879.5
15	869.0	870.0	872.0	880.0
16	868.8	869.8	872.0	880.0
17	868.8	869.8	872.0	880.0
18	867.0	868.0	872.0	880.0
19	867.8	868.8	872.0	880.0

* SHGW/ELEV DETERMINED FROM AVAILABLE TESTING BY GILES ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORT HAS BEEN SUBMITTED TO THE VILLAGE ENGINEER.

NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5. VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) WAS ESTABLISHED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND FIELD LOCATED BY LANDTECH SURVEYING.
- ALL OF OUTLOT 1 AND PART OF OUTLOT 4 SHALL BE PLACED IN A CONSERVATION EASEMENT. DETAILS AND RESTRICTIONS BY SEPARATE DOCUMENT.
- ALL LANDS WITHIN AREAS LABELED "WELL SETBACK" ARE RESTRICTED FROM THE PLACEMENT OF ANY WELL DUE TO POTENTIAL RISK OF CONTAMINATION IN ACCORDANCE WITH THE STORM WATER ORDINANCE AND WISCONSIN ADMINISTRATIVE CODES.
- THE VILLAGE OF SUMMIT SHORELAND JURISDICTIONAL LIMIT IS 300 FEET FROM THE O.H.W.M. OR THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER.

BASEMENT RESTRICTION - GROUNDWATER

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

UNPLATTED LANDS
MARIAN G WEBER LIVING TRUST

UNPLATTED LANDS
M. GORAL

WETLANDS DELINEATED BY SEWRPC ON 10-03-2023

O.H.W.M. DELINEATED BY WI DNR, AND FIELD LOCATED BY LANDTECH SURVEYING 04/07/2025

FLOODPLAIN PER FEMA FIRMETTE ELEV: 867.7

LEGEND

- SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS./FT.
- WETLAND
- CONSERVATION EASEMENT
- FLOODPLAIN P.E.C.
- RECORD DIMENSION

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

Certified _____, 20__

Department of Administration



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DRIVE
OCDNDMDWCC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599



THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939



CENTER OF SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

PARCEL 1 CSM 8561 SAWYER ROAD I, LLC

O.H.W.M. DELINEATED BY WI DNR, AND FIELD LOCATED BY LANDTECH SURVEYING 04/07/2025

DATE: 09/17/2025
PROJ. NO. 25026
SHEET 1 OF 5

BARK RIVER CONSERVANCY

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NW CORNER
SECTION 26-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.

N. LINE OF THE NW 1/4 OF SEC 26-7-17
N 88°57'08" W 2641.36'

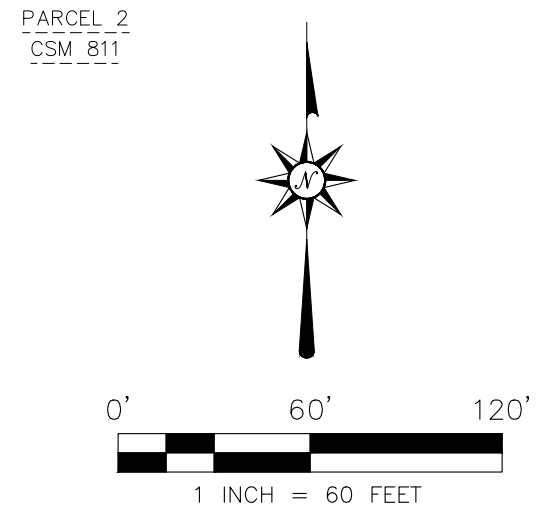
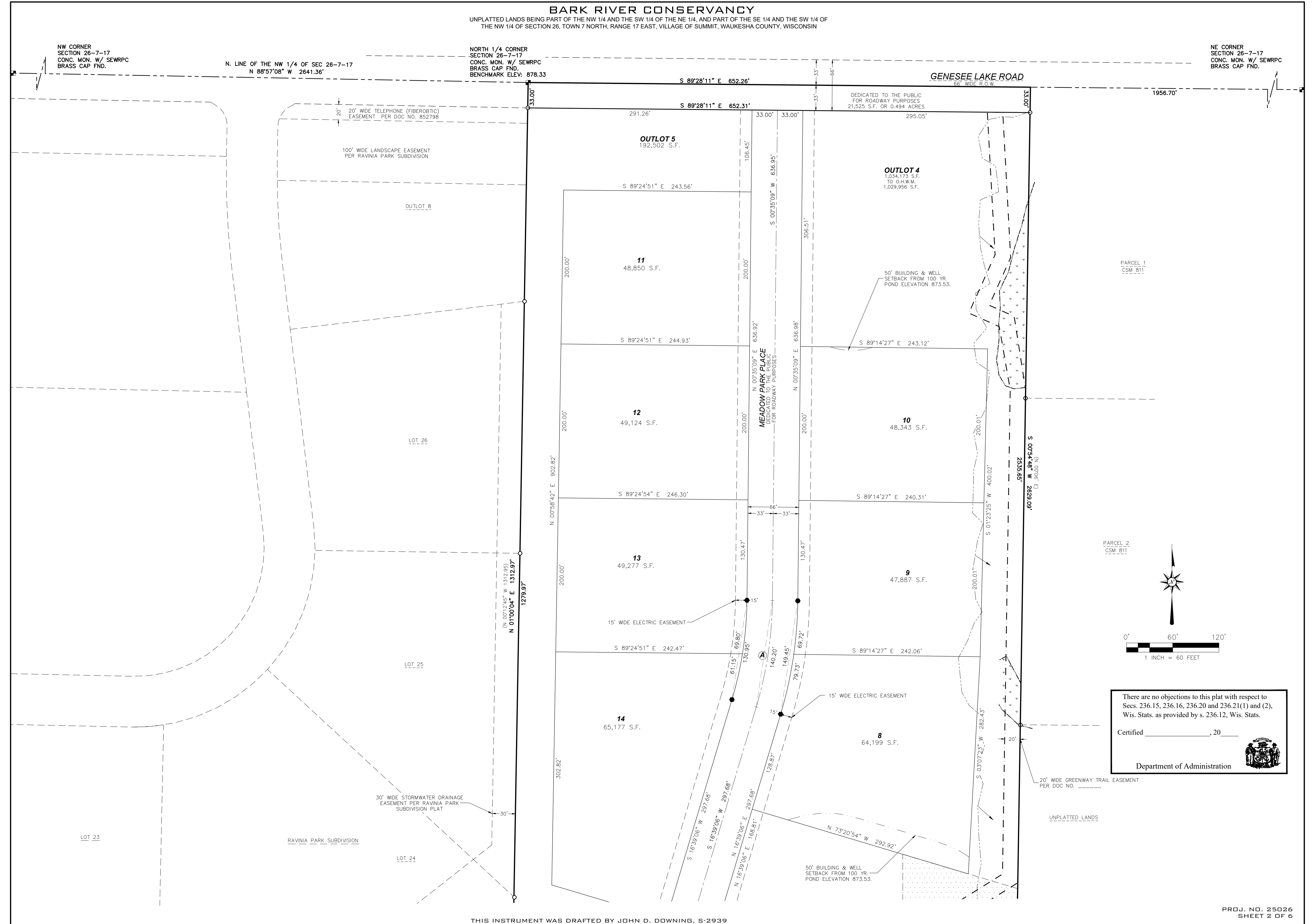
NORTH 1/4 CORNER
SECTION 26-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.
BENCHMARK ELEV: 878.33

NE CORNER
SECTION 26-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.

GENESEE LAKE ROAD
66' WIDE R.O.W.

DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES
21,329 S.F. OR 0.484 ACRES

1956.70'



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

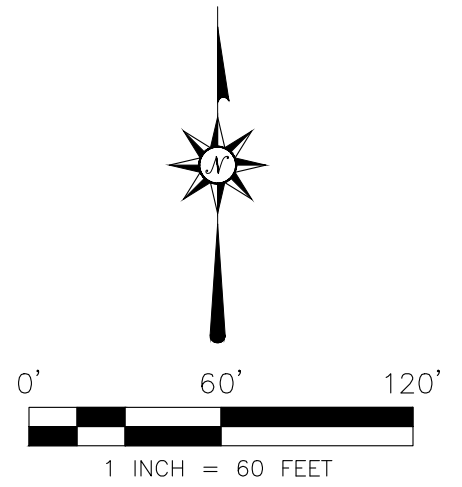
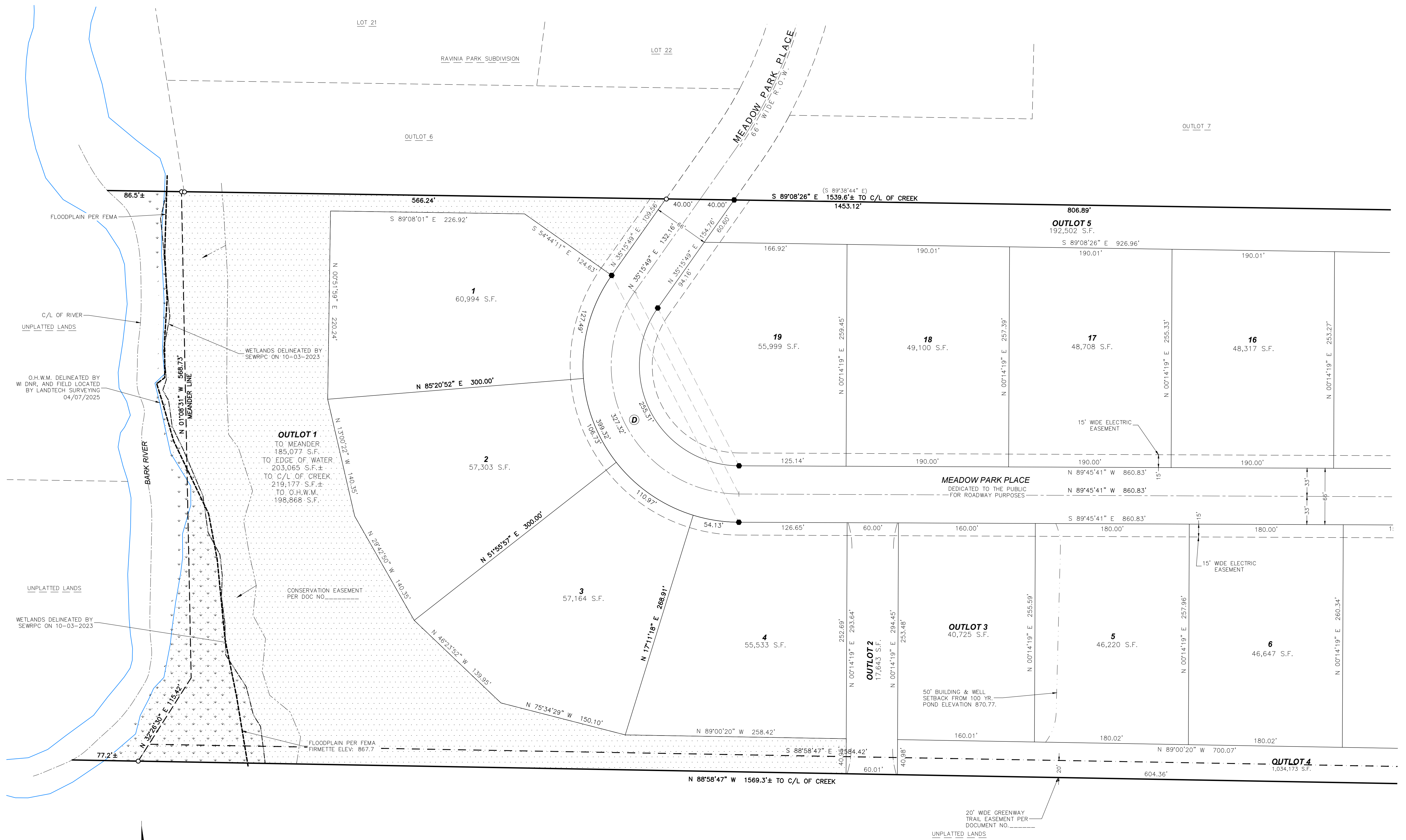
Certified _____, 20__

Department of Administration




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

Certified _____, 20__

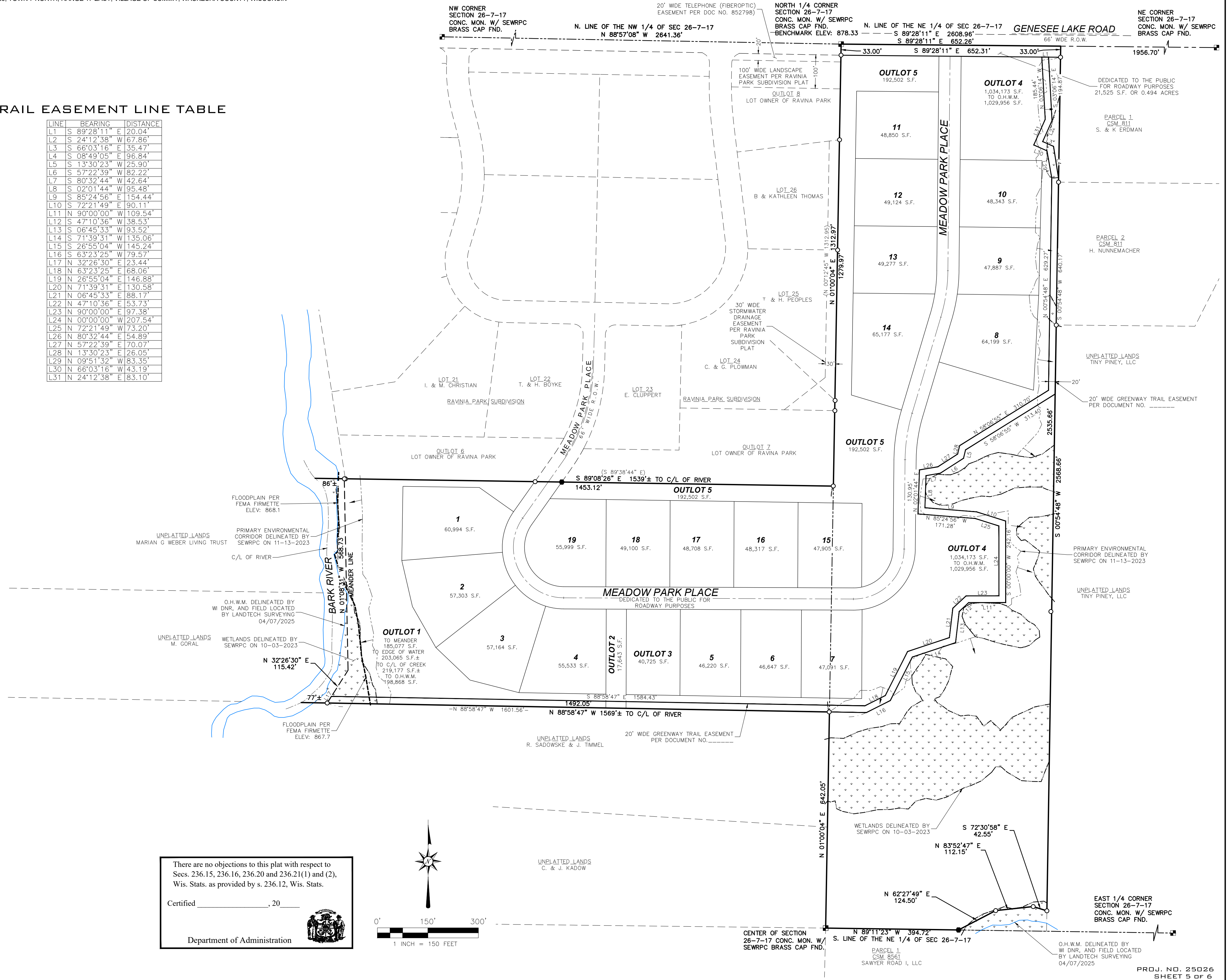
Department of Administration 

BARK RIVER CONSERVANCY

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TRAIL EASEMENT LINE TABLE

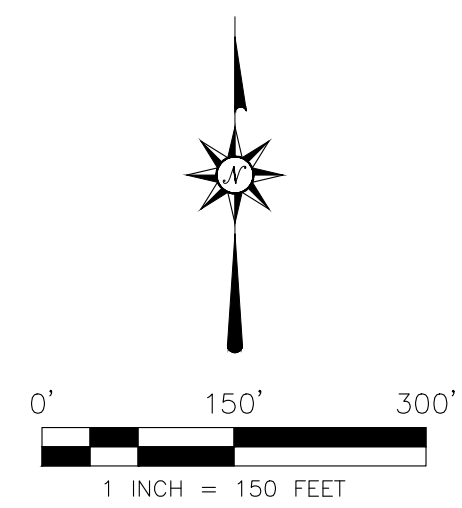
LINE	BEARING	DISTANCE
L1	S 89°28'11" E	20.04'
L2	S 24°12'38" W	67.86'
L3	S 66°03'16" E	35.47'
L4	S 08°49'05" E	96.84'
L5	S 13°30'23" W	25.90'
L6	S 57°22'39" W	82.22'
L7	S 80°32'44" W	42.64'
L8	S 02°01'44" W	95.48'
L9	S 85°24'56" E	154.44'
L10	S 72°21'49" E	90.11'
L11	N 90°00'00" W	109.54'
L12	S 47°10'36" W	38.53'
L13	S 06°45'33" W	93.52'
L14	S 71°39'31" W	135.06'
L15	S 26°55'04" W	145.24'
L16	S 63°23'25" W	79.57'
L17	N 32°26'30" E	23.44'
L18	N 63°23'25" E	68.06'
L19	N 26°55'04" E	146.88'
L20	N 71°39'31" E	130.58'
L21	N 06°45'33" E	88.17'
L22	N 47°10'36" E	53.73'
L23	N 90°00'00" E	97.38'
L24	N 00°00'00" W	207.54'
L25	N 72°21'49" W	73.20'
L26	N 80°32'44" E	54.89'
L27	N 57°22'39" E	70.07'
L28	N 13°30'23" E	26.05'
L29	N 09°51'32" W	83.35'
L30	N 66°03'16" W	43.19'
L31	N 24°12'38" E	83.10'



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

Certified _____, 20__

Department of Administration



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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 COUNTY OF WAUKESHA)

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S--2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "BARK RIVER CONSERVANCY", LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 17 EAST, ALSO BEING THE POINT OF BEGINNING, THENCE S 89°28'11" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 652.26 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W ALONG THE WEST LINE OF CSM 811 AND THE EXTENSION OF SAID LINE, 2568.66 FEET; THENCE N 72°30'58" W, 42.55 FEET; THENCE S 83°52'47" W, 112.15 FEET; THENCE S 62°27'49" W, 124.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26; THENCE N 89°11'23" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 394.72 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE SAID POINT LYING S 88°58'47" E, 77 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,706,632 S.F. OR 62.136 ACRES MORE OR LESS, INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF GENESEE LAKE ROAD, LLC. OWNERS OF SAID LAND.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF THE VILLAGE OF SUMMIT AND THE LAND DIVISION ORDINANCE OF WAUKESHA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20____.

JOHN D. DOWNING, S--2939

OUTLOT STATEMENT

EACH INDIVIDUAL LOT OWNER OF LOTS 1-19 OF THE BARK RIVER CONSERVANCY SUBDIVISION SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1, 2, 3, 4, AND 5. THE VILLAGE OF SUMMIT AND WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 1 IS INTENDED FOR CONSERVANCY; OUTLOT 2 IS INTENDED FOR FUTURE ROADWAY; OUTLOT 3 IS INTENDED FOR STORMWATER, OUTLOT 4 IS INTENDED FOR STORMWATER AND CONSERVANCY, OUTLOT 5 IS INTENDED FOR OPENSOURCE.

CORPORATE OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- VILLAGE OF SUMMIT
- WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE
- STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID GENESEE LAKE ROAD, LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

JOHN STOKER, MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS ____ DAY OF

_____, 20__.

JOHN STOKER, PRESIDENT

STATE OF WISCONSIN)
 COUNTY OF WAUKESHA)

PERSONALLY CAME BEFORE ME THIS ___DAY OF _____, 20___, THE ABOVE NAMED JOHN STOKER, TO ME

KNOWN TO AS A MEMBER OF GENESEE LAKE ROAD, LLC. ARE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WI

MY COMMISSION Expires _____

CORPORATE MORTGAGE CERTIFICATE

_____, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF _____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF JOHN STOKER, OWNER, THIS ____ DAY OF _____, 20____.

_____, PRINT NAME & TITLE: _____

STATE OF _____)
 COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED _____, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

PRINT NAME: _____

NOTARY PUBLIC, _____ COUNTY, _____

MY COMMISSION EXPIRES _____

VILLAGE OF SUMMIT BOARD APPROVAL

THIS LAND DIVISION IS HEREBY APPROVED BY THE VILLAGE OF SUMMIT BOARD, THIS

____ DAY OF _____, 20____.

JACK RILEY, VILLAGE PRESIDENT

DEBRA MICHAEL, ADMINISTRATOR-CLERK/TREASURER

VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL

THIS LAND DIVISION IS HEREBY APPROVED BY THE VILLAGE OF SUMMIT PLAN COMMISSION, THIS

____ DAY OF _____, 20____.

JIM SIEPMANN, CHAIRPERSON

DEBRA MICHAEL, ADMINISTRATOR-CLERK/TREASURER

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES, IS HEREBY APPROVED ON THIS ____ OF _____, 20____.

DALE R. SHAVER, DIRECTOR

CURVE TABLE

CURVE	LOT	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
A	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	E.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	W.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	LOT13	467.00'	8°33'47"	69.80'	69.73'	N04°52'03"E		
	LOT14	467.00'	7°30'10"	61.15'	61.11'	N12°54'01"E		
B	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08"E	N00°35'09"E	N16°39'06"E
	E.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E	S16°39'06"W	S00°35'09"W
	W.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E	S16°39'06"W	S00°35'09"W
	OUTLOT5	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E		
	OUTLOT4	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E		
C	C/L	150.00'	89°39'09"	234.71'	211.49'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	E.R.O.W.	183.00'	89°39'09"	286.35'	258.02'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	W.R.O.W.	117.00'	89°39'09"	183.07'	164.96'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	LOT15	117.00'	11°59'37"	24.49'	24.45'	N84°14'30"E		
	LOT7	183.00'	8°06'43"	25.91'	25.89'	N86°10'57"E		
D	C/L	150.00'	125°01'30"	327.32'	266.13'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	E.R.O.W.	117.00'	125°01'30"	255.31'	207.58'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	W.R.O.W.	183.00'	125°01'30"	399.32'	324.68'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	LOT1	183.00'	39°54'57"	127.49'	124.93'	N15°18'21"E		
	LOT2	183.00'	33°24'55"	106.73'	105.22'	N21°21'36"W		
LOT3	183.00'	34°44'39"	110.97'	109.28'	N55°26'23"W			
LOT4	183.00'	16°56'59"	54.13'	53.94'	N81°17'12"W			
LOT19	117.00'	125°01'30"	255.31'	207.58'	N27°14'56"W			

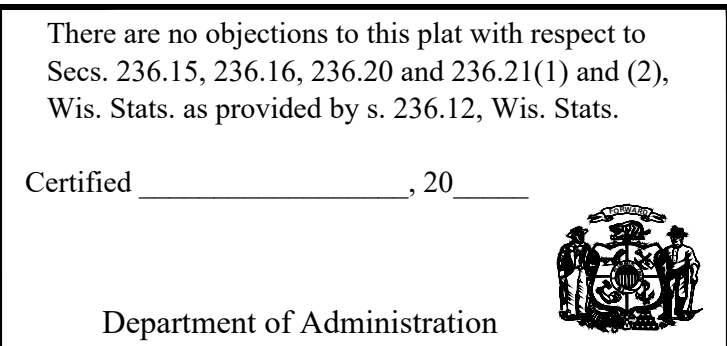
CONSERVATION EASEMENT CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EC1	183.00'	6°23'21"	20.41'	20.40'	N 78°55'56" E

WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS A WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON PAGES 1 THROUGH 6 OF THIS SUBDIVISION PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

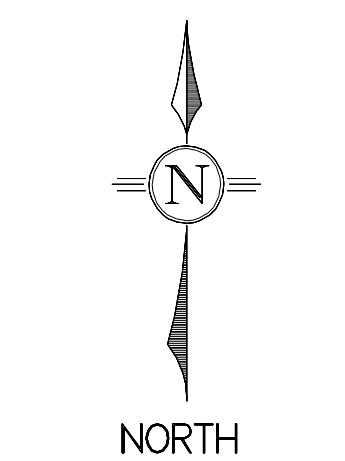
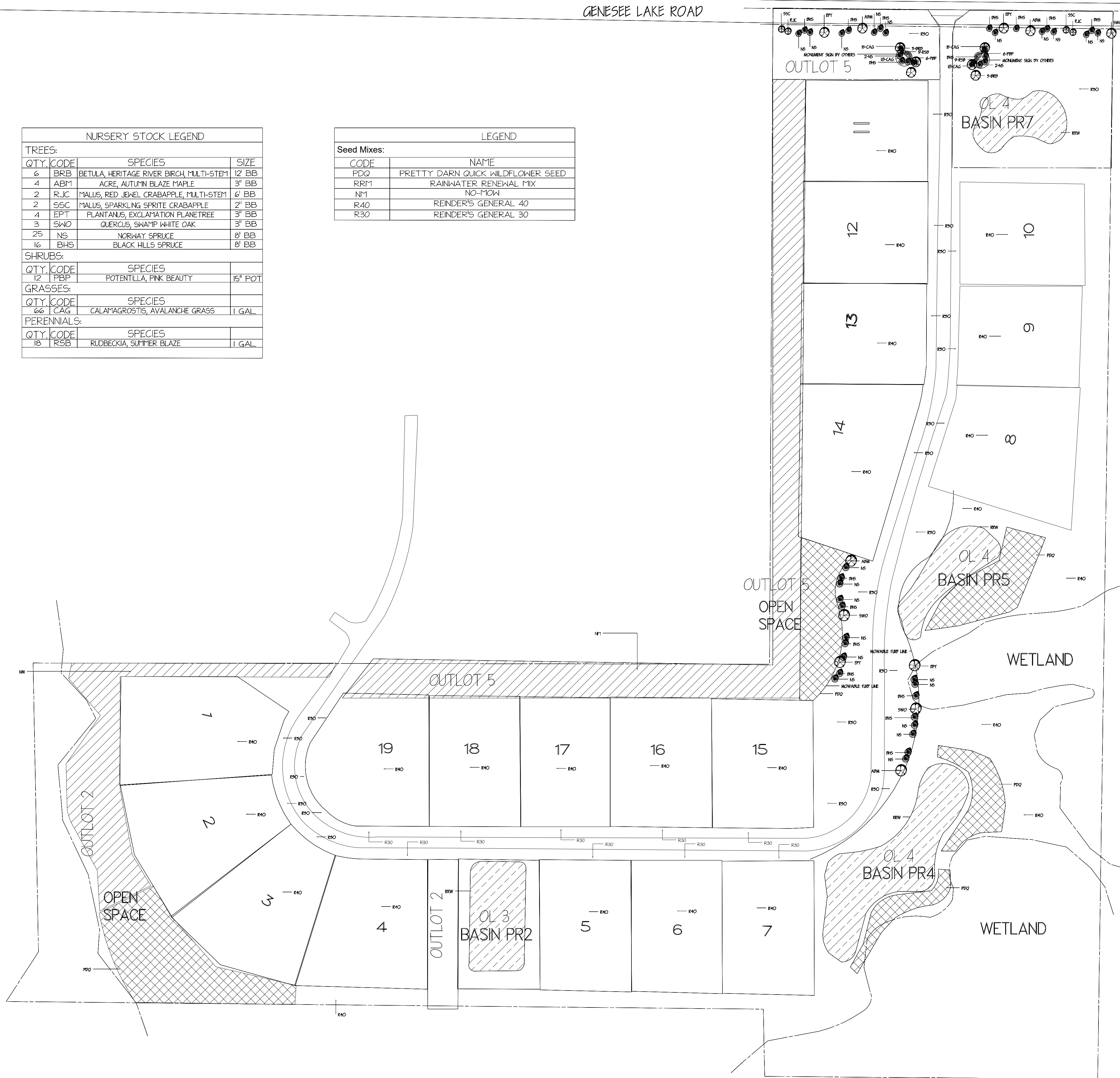
- GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
- PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.



GENESEE LAKE ROAD

NURSERY STOCK LEGEND			
TREES:			
QTY	CODE	SPECIES	SIZE
6	BRB	BETULA, HERITAGE RIVER BIRCH, MULTI-STEM	12" BB
4	ABM	ACRE, AUTUMN BLAZE MAPLE	3" BB
2	RJC	MALUS, RED JEWEL CRABAPPLE, MULTI-STEM	6" BB
2	SSC	MALUS, SPARKLING SPRITE CRABAPPLE	2" BB
4	EPT	PLANTANUS, EXCLAMATION PLANETREE	3" BB
3	SWO	QUERCUS, SWAMP WHITE OAK	3" BB
25	NS	NORWAY SPRUCE	8' BB
16	BHS	BLACK HILLS SPRUCE	8' BB
SHRUBS:			
QTY	CODE	SPECIES	SIZE
12	PBP	POTENTILLA, PINK BEAUTY	15" POT
GRASSES:			
QTY	CODE	SPECIES	SIZE
66	CAG	CALAMAGROSTIS, AVALANCHE GRASS	1 GAL.
PERENNIALS:			
QTY	CODE	SPECIES	SIZE
15	RSB	RUDBECKIA, SUMMER BLAZE	1 GAL.

LEGEND	
Seed Mixes:	
CODE	NAME
PDQ	PRETTY DARN QUICK WILDFLOWER SEED
RRM1	RAINWATER RENEWAL MIX
NM1	NO-MOW
R40	REINDER'S GENERAL 40
R30	REINDER'S GENERAL 30



BARK RIVER CONSERVANCY
LANDSCAPE DESIGN

DATE: 9/15/2025
SCALE: 1"=100'
DRAWING #

D. FATLA
Powered by DynaSage®

BARK RIVER CONSERVANCY LANDSCAPE PLAN SEED MIXES

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

September 16, 2025



Bark River
CONSERVANCY

R30 - Reinders

General 30 Lawn Seed Mix

Product Details

Reinders General 30 Lawn Seed Mix provides an economical turf solution designed for large areas where low maintenance and initial cost savings are a priority. This versatile mixture offers rapid germination and soil stabilization through annual and perennial ryegrass while Kentucky Bluegrass and Creeping Red Fescue provide long-term durability and shade tolerance.

Key Features:

- Rapid germination for quick ground cover and erosion control
- Creeping Red Fescue offers good ground cover in shaded or low-maintenance areas
- Withstands moderate traffic and provides a functional ground cover long-term
- Available in both non-coated and coated seed formulations
- ProNitro™ Plus technology enhances seed germination and early establishment

Recommended Use:

Designed for new seedings of large, cost-sensitive areas where elite turf quality is not essential. Ideal for:

- School grounds
- Parks
- Cemeteries
- Highway roadsides
- Utility turf areas

Seed Formulation:

Non-Coated Seed Mix:

- 18% Kentucky Bluegrass (Standard)
- 12% Named Kentucky Bluegrass
- 40% Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 20% Annual Ryegrass

Coated Seed Mix:

- 22% 85/80 Kentucky Bluegrass
- 8% Named Kentucky Bluegrass
- 35% Maxima 1/Boreal Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 25% Annual Ryegrass
- Includes 50% ProNitro™ Plus Seed Enhancement

Seeding Rates & Application:

Seed depth should be 1/8" to 1/2". Application rates vary depending on site conditions:

Non-Coated Seeding Rate:

- New Seeding (Rotary or Drop Spreader): 150-200 lbs/acre
- Overseeding (Slicer/Seeder):
 - 20%-50% Existing Cover: 100-125 lbs/acre
 - 50%-75% Existing Cover: 75-100 lbs/acre

Coated Seeding Rate: 4.5-5.5 lbs/1,000 sq ft (200-250 lbs/acre)

Maintenance Guidelines:

- Mowing height: 2-3 inches for maximum density and drought tolerance
- Fertilize 1-2 times annually for best results
- This mixture will provide functional ground cover with minimal fertilization

Storage & Handling:

Store in a cool, dry area. Keep seed in original packaging until use to maintain quality.

R40 - Reinders

Landscape 40 Lawn Seed Mix

Product Details

Reinders Landscape 40 Lawn Seed Mix is an economical turfgrass blend designed for rapid establishment and solid turf coverage in sun or light shade. Ideal for use in parks, schools, golf course roughs, and commercial areas, this mix provides excellent adaptability and durability across various soil types.

Key Features:

- Fast-establishing mix for budget-friendly turf coverage
- Combines Kentucky bluegrass, perennial ryegrass, creeping red fescue, and annual ryegrass
- Excellent disease and insect resistance for diverse soil conditions
- Great for sun or light shade environments
- Available in coated or non-coated seed blends
- Coated seed enhanced with ProNitro™ Plus technology for improved germination

Seed Composition:

Non-Coated Seed Mix:

- 28% Kentucky Bluegrass
- 6% Named Kentucky Bluegrass
- 6% Named Kentucky Bluegrass
- 25% Creeping Red Fescue
- 15% Wicked Perennial Ryegrass
- 20% Annual Ryegrass

Coated Seed Mix (with ProNitro™ Plus):

- 28% 85/80 Kentucky Bluegrass
- 6% Named Kentucky Bluegrass
- 6% Named Kentucky Bluegrass
- 25% Creeping Red Fescue
- 15% Wicked Perennial Ryegrass
- 20% Annual Ryegrass
- 50% ProNitro™ Plus Seed Enhancement

See label for complete ingredient breakdown.

Application & Seeding Rates:

Recommended seeding depth: 1/8" to 1/2"

Non-Coated Seeding Rates:

- New Seeding (Rotary or Drop Seeder): 150-200 lbs/acre
- Overseeding with 20%-50% existing cover: 100-125 lbs/acre
- Overseeding with 50%-75% existing cover: 75-100 lbs/acre

Coated Seeding Rates:

- 4-5 lbs/1,000 sq ft (175-250 lbs/acre)

See label for complete application instructions and precautions.

Recommended Use:

Designed for use in:

- Lawns
- Parks
- School grounds
- Cemeteries
- Roadsides
- Golf course roughs
- Commercial landscapes

Maintenance Guidelines:

Landscape 40 is designed for low to medium fertility environments. For optimal turf quality:

- Fertilize 2-3 times per season based on soil test recommendations
- Mowing height: 2-3" for drought tolerance and weed resistance
- Maintain adequate moisture for healthy growth

Storage & Handling:

Store seed in a cool, dry location. Keep bags sealed to maintain seed quality. See label for proper storage and disposal guidelines.

NM - Reinders

No Mow/Low Grow Seed Mix

Product Details

Reinders No Mow / Low Grow Seed Mix is a premium blend designed for areas that are difficult to mow or where low-maintenance turf is desired. This seed mix combines tough, slow-growing grass varieties that require minimal irrigation, fertilization, or mowing after establishment, making it ideal for eco-friendly and sustainable landscaping solutions.

Key Features:

- Perfect for hard-to-mow areas or low-maintenance landscapes
- Requires irrigation only during 7–10 day germination period
- Minimal fertilization required only at seeding
- Grass grows to about 12" and droops over if unmowed
- Mow once per year in spring or occasionally maintain at 4" height
- Wildflowers can be seeded into the area for additional natural beauty

Seed Composition:

Non-Coated Seed Mix:

- 45% Spartan II Hard Fescue – Drought, shade, and cold tolerant with fine texture
- 40% Quatro Sheep Fescue – Very fine leaf texture and low maintenance growth habit
- 15% Turf Type Annual Ryegrass – Quick-starting nurse grass with slow growth rate

Coated Seed Mix (with ProNitro™ Plus Technology):

- 22.5% Spartan II Hard Fescue
- 20% Quatro Sheep Fescue
- 7.5% Turf Type Annual Ryegrass
- 50% ProNitro™ Plus Coating – Includes water absorber for enhanced germination, slow-release fertilizer, and beneficial mycorrhizae for faster establishment

See label for complete ingredient breakdown.

Recommended Use:

Ideal for unmowed or rarely mowed areas such as:

- Utility areas
- Steep slopes
- Naturalized landscapes
- Wildflower meadows (with optional wildflower seeding)

Application & Use Rates:

Apply to well-prepared soil. Irrigate during germination (7–10 days). Fertilize lightly at seeding only. Once established, no further irrigation or fertilization is necessary.

- Seeding rate: 4–6 lbs per 1,000 sq ft (175–250 lbs per acre)

See label for complete application instructions and precautions.

Precautions:

During establishment, maintain soil moisture until germination is complete. Mow once per year in spring or occasionally to maintain turf height. Avoid over-fertilization or frequent mowing for best performance.

See label for complete safety precautions and handling instructions.

Storage & Disposal:

Store seed in a cool, dry place. Protect from moisture and pests. Dispose of unused seed in accordance with local regulations.

RRM - Agrecol

Rainwater Renewal

Our most popular rain garden seed mix for detention basins and bioretention areas. The extensive root systems of these plants will increase infiltration rates, reduce erosion, and manage rainwater while creating an attractive native plant community. Best if planted in engineered soils or basins that drain within 48 hours.

#RNR Wet Mesic to Dry Mesic Full Sun to Part Sun 8.00 PLS LBS/Acre 94.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohioensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00
Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00

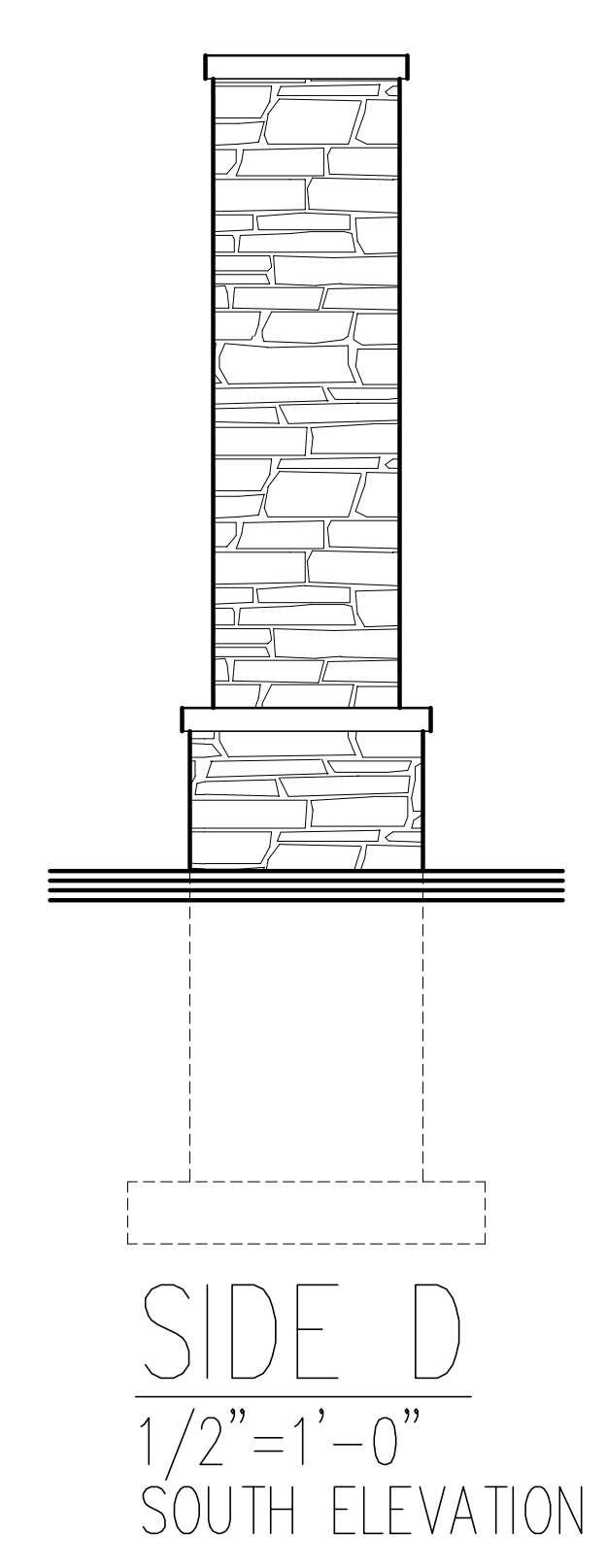
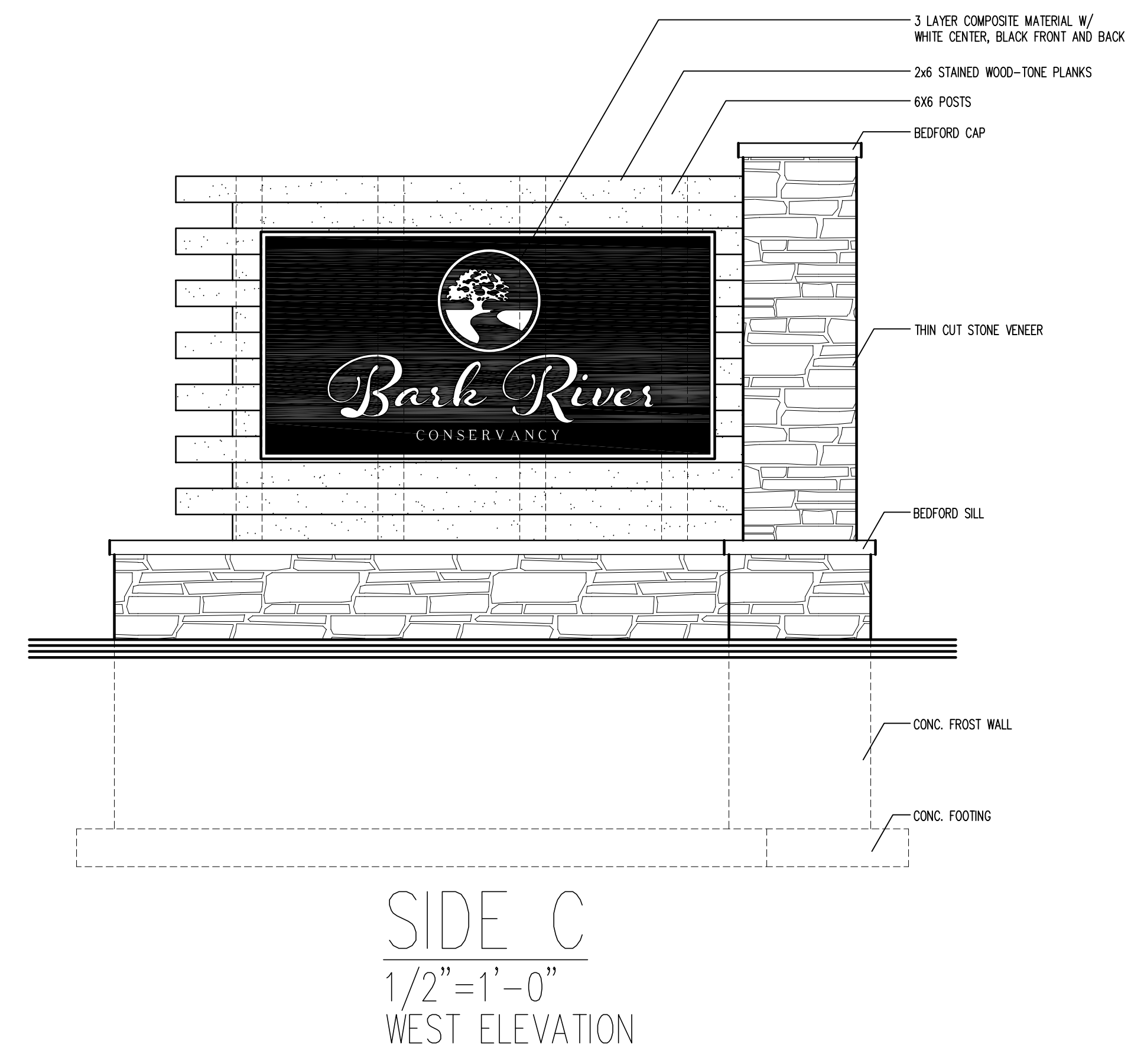
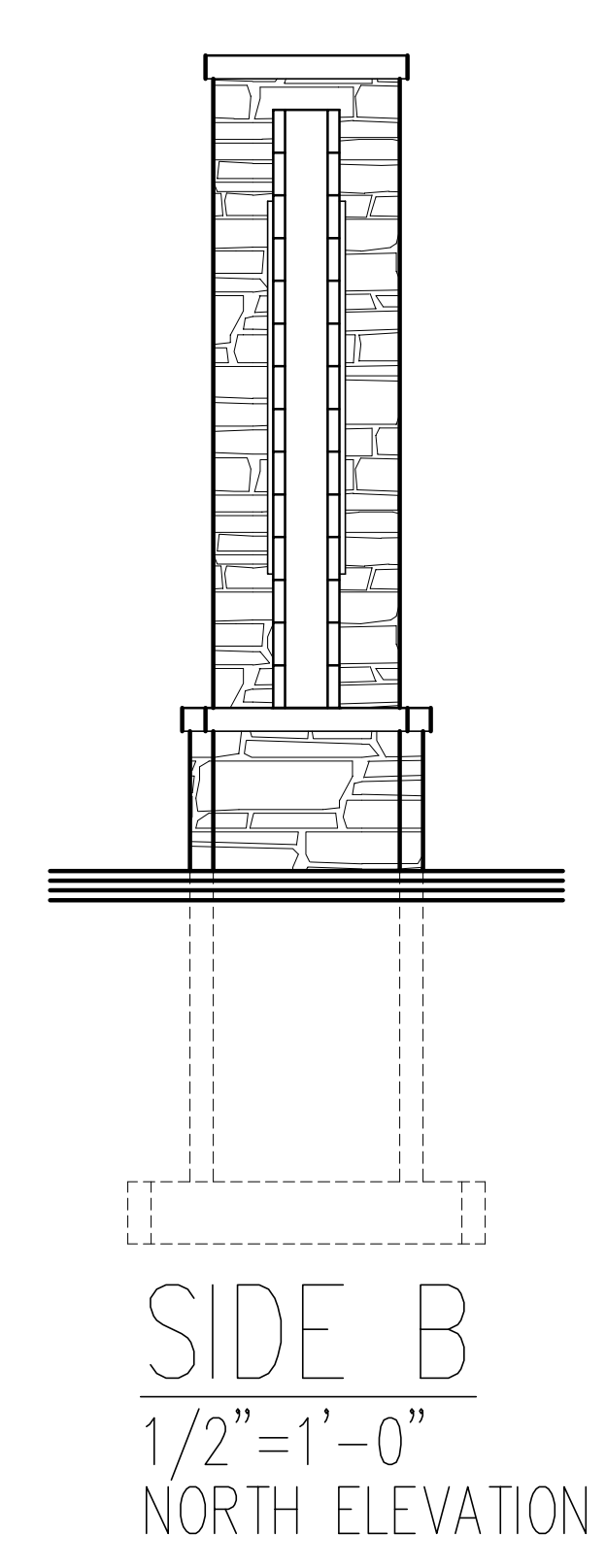
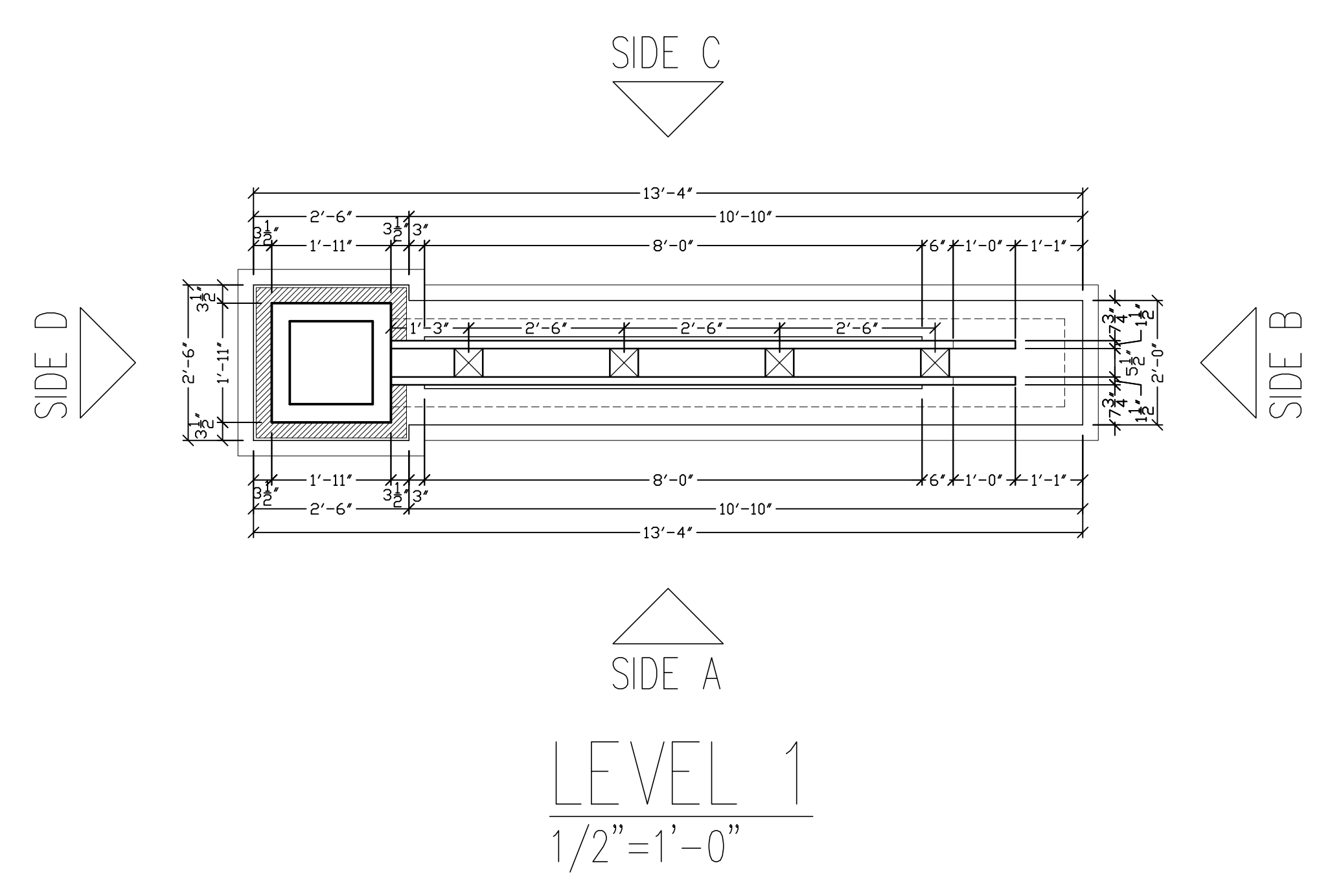
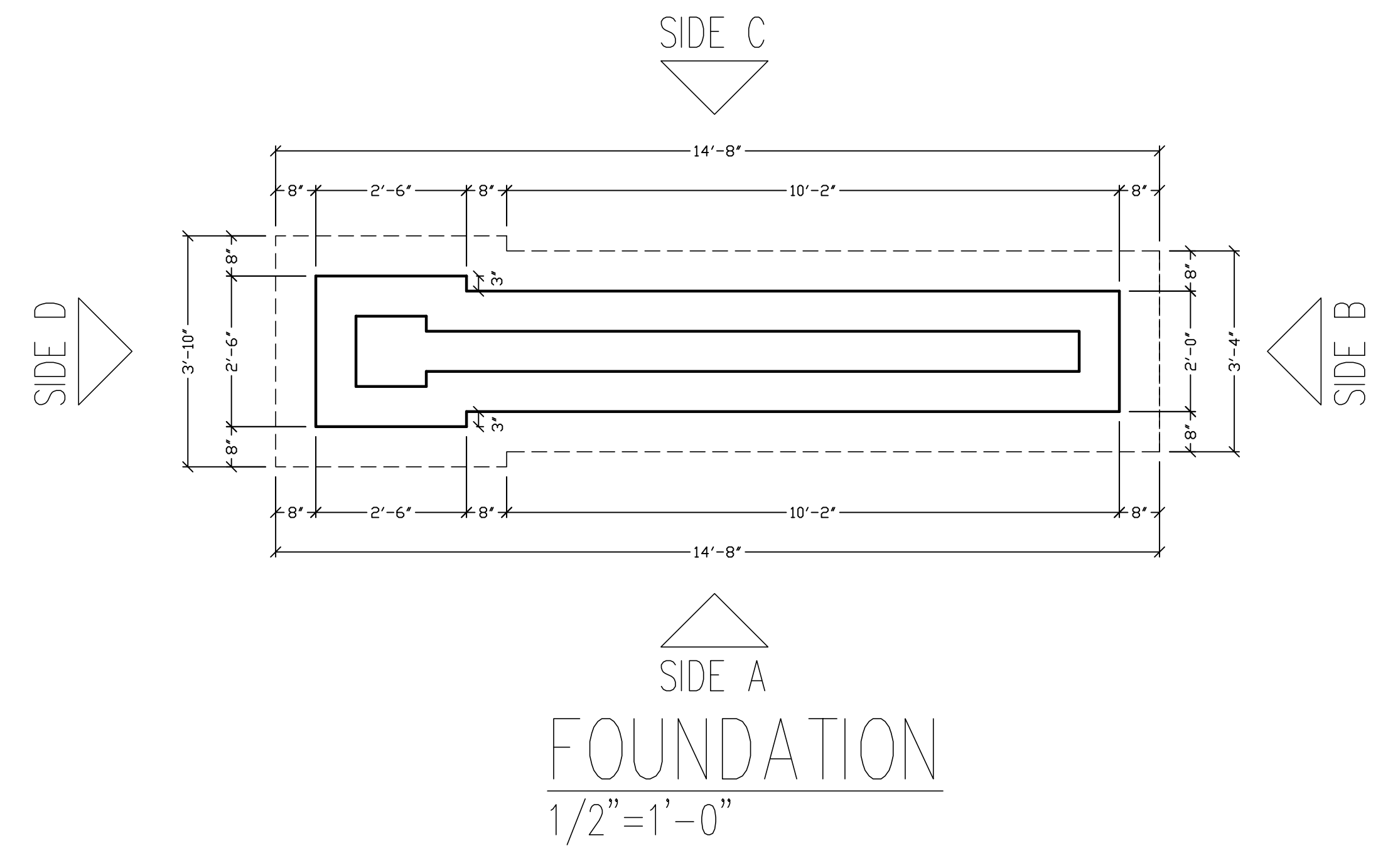
PDQ - Prairie Moon Nursery

PDQ - PRETTY DARN QUICK (PDQ)© SEED MIX

by Prairie Moon® Nursery

10.52 lbs per acre | 155 Seeds per sq/ft
(FILTER PLANTS IN THIS SEED MIX)

WILDFLOWERS	
Botanical Name (Common Name)	% by wt.
Agastache foeniculum (Anise Hyssop)	0.59
Allium stellatum (Prairie Onion)	1.19
Asclepias incarnata (Rose Milkweed)	1.19
Astragalus canadensis (Canada Milk Vetch)	0.30
Bidens polylepis (Bearded Beggarticks)	0.59
Chamaecrista fasciculata (Partridge Pea)	19.02
Coreopsis lanceolata (Lance-leaf Coreopsis)	2.97
Dalea candida (White Prairie Clover)	1.78
Dalea purpurea (Purple Prairie Clover)	2.38
Drymocallis arguta (Prairie Cinquefoil)	0.59
Echinacea pallida (Pale Purple Coneflower)	2.38
Eryngium yuccifolium (Rattlesnake Master)	1.19
Gentiana flavida (Cream Gentian)	0.15
Helenium autumnale (Sneezeweed)	0.59
Heliopsis helianthoides (Early Sunflower)	0.59
Lobelia siphilitica (Great Blue Lobelia)	1.19
Monarda fistulosa (Wild Bergamot)	0.59
Oligoneuron rigidum (Stiff Goldenrod)	0.59
Penstemon digitalis (Foxglove Beardtongue)	1.19
Pycnanthemum virginianum (Mountain Mint)	0.59
Ratibida pinnata (Yellow Coneflower)	0.59
Rudbeckia hirta (Black-eyed Susan)	7.13
Rudbeckia triloba (Brown-eyed Susan)	0.30
Symphyotrichum laeve (Smooth Blue Aster)	1.19
Verbena hastata (Blue Vervain)	1.19
Verbena stricta (Hoary Vervain)	0.59
Zizia aurea (Golden Alexanders)	2.38
Total of WILDFLOWERS:	53.05 %
GRASSES, SEDGES & RUSHES	
Botanical Name (Common Name)	% by wt.
Bouteloua curtipendula (Side-oats Grama)	19.02
Carex brevior (Plains Oval Sedge)	2.38
Carex vulpinoidea (Brown Fox Sedge)	1.19
Elymus canadensis (Canada Wild Rye)	9.51
Juncus effusus (Common Rush)	0.59
Schizachyrium scoparium (Little Bluestem)	14.26
Totals of GRASSES, SEDGES & RUSHES:	46.95 %



THESE DRAWINGS ARE THE PROPERTY OF VICTORY HOMES AND WILL BE THE PROPERTY OF VICTORY HOMES. ANYONE USING THESE DRAWINGS IS HEREBY TO CONTACT VICTORY HOMES IN WRITING FOR PERMISSION TO REPRODUCE OR MAKE ANY CHANGES TO THESE DRAWINGS. VICTORY HOMES WILL NOT BE RESPONSIBLE FOR ANY CHANGES OR ADDITIONS MADE TO THESE DRAWINGS. VICTORY HOMES WILL NOT BE RESPONSIBLE FOR THE QUALITY OF MATERIALS AND WORKMANSHIP USED.

CLIENT:	BARK RIVER CONSERVANCY
TITLE:	MONUMENT SIGN
DATE:	10/8/25
SCALE:	N/A
DRAWN BY:	22510-2 JRS
NOTED:	1/1

DATE:	BY:	DESCRIPTION:
10/10/25	JRS	REQUESTED REVISIONS
10/10/25	JRS	REQUESTED REVISIONS

Document Number	DECLARATION OF RESTRICTIONS AND COVENANTS Document Name	
		Recording Data Name and Return Address Joe A. Goldberger North Shore Legal 13460 N. Silver Fox Drive Summit, Wisconsin 53097
		Tax Key No. SUMT 0678996

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
BARK RIVER CONSERVANCY

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
BARK RIVER CONSERVANCY
SUMMIT, WISCONSIN**

This Declaration is made this ___ day of _____, 2025 by Genessee Lake Road, LLC, a Wisconsin limited liability company (hereinafter the “Developer”)

RECITATIONS

WHEREAS, Developer owns the lands located in the Village of Summit, Waukesha County, Wisconsin, described on Exhibit A attached hereto (the “Subdivision”); and

WHEREAS, the Developer has caused the final plat of Bark River Conservancy (the “Subdivision”), to be platted and recorded as a subdivision consisting of nineteen (19) lots, and certain Common Areas hereafter defined; and

WHEREAS, Developer desires to subject the residential lots as platted within the Subdivision, as well as all other portions of the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner for the purpose of creating a desirable use of the land within the Subdivision in an aesthetically pleasing residential environment;

DECLARATION

NOW THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors, users and owners in interest.

DEFINITIONS; PURPOSE & USE RESTRICTIONS

1.01 DEFINITIONS.

a) “Architectural Board,” “Board,” or “Board of Directors” shall mean the officers of the Association appointed or elected in accordance with Section 3 of this Declaration who shall serve as members of the Architectural Board and shall operate and manage the Association as a Board of Directors. The term “Board” as used herein, shall refer to each of the Architectural Board and the Board of Directors.

b) “Assessment” shall mean any General or Special Assessment as provided for in this Declaration.

c) "Association" shall mean Bark River Conservancy Homeowners Association, Inc. a nonprofit, non-stock homeowner's association, which shall be created pursuant to this Declaration and the laws of the State of Wisconsin.

d) "Bylaws" shall mean the bylaws of the Association, as amended from time to time.

e) Intentionally omitted.

f) "Common Area" or "Common Areas" shall mean any outlot, or other area within the Subdivision which is not a Lot as identified in this Declaration or on the subdivision plat, and includes, without limitation, all such areas and improvements thereto which may be conveyed by the Developer to the Association and any dedicated Street or other dedicated area for which the Village has not assumed responsibility for maintenance. Fee title to all Common Areas shall vest in the Association upon its formation by execution and filing of the Articles of Incorporation and no further conveyancing document shall be necessary to vest title to the Common Areas in the Association.

g) "Declaration of Restrictions" shall mean the Bark River Conservancy Declaration of Covenants Restrictions as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

h) "Detention Ponds" mean the detention ponds located on Outlots 3 and 4 as depicted on the plat of Bark River Conservancy.

i) "Developer" shall mean Genessee Road, LLC, a Wisconsin limited liability company.

j) "Developer Landscaping" shall mean all landscaping performed by the Developer on or with respect to the Common Areas, Outlots and to certain Lots in the Subdivision.

k) "Development Agreement" shall mean the Subdivider's Agreement entered into between Developer and the Village (as hereinafter defined) recorded as Document No. _____ and a copy of which is on file with the Village Clerk of the Village of Summit.

l) "Family" shall mean one or more persons who are living, sleeping, cooking and eating on the premises as a single housekeeping unit but shall exclude any person or group of persons occupying such premises where three or more of such persons (other than household employees) are not related by blood, marriage or adoption.

m) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

n) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any other Common Area or Outlot.

o) "Lot Owner," "Lot Owners", "Co-Owners" or "Owner" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees if in possession, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

p) "Outlots" mean the outlots as identified on the plat of Bark River Conservancy

q) "Property" shall include a Lot and all improvements thereto.

r) Intentionally omitted.

s) "Section" shall mean all those provisions within a numbered heading of this Declaration.

t) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: buildings, outbuildings, sheds, tents, booths, garages, car-ports, above ground storage facilities, parking areas, exterior lighting or electric fixtures, antennas, towers, poles or bug control devices; fences, retaining or other walls, fountains, above or in-ground swimming or wading pools; plantings; driveways, sidewalks or walkways; pet kennels or run lines, screened or other types of porches, patio or gazebos, tree houses or other exterior play equipment including skateboard ramps, any and all forms of landscaping, and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and concealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

u) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Village.

v) "Village" shall mean the Village of Summit, Waukesha County, Wisconsin.

1.02 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive and safe residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, Structures, and color schemes; to insure a residential development of the Subdivision consistent with high

aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lots; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential Property within the Subdivision.

1.03 INTERPRETATION

It is expected that the enforcement of this Declaration of Restrictions and its provisions will, from time to time, be subject to interpretation. In those instances where an interpretation of the provisions of this Declaration of Restrictions is required because there is no definitive rule or procedure to be followed, or because this is a question regarding an intangible concept, for example the determination of whether a proposed Structure is “harmonious” or “aesthetically pleasing”, the interpretation shall be made by the Architectural Board and that interpretation shall be binding upon the Lot Owner.

1.04 GENERAL RESTRICTIONS ON USE OF LOTS AND HOMES.

- a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone and permitted by the Zoning Code of the Village for Lots in single family residential zoning districts. The term “residential purposes” shall include only those activities necessary for or normally associated with the use and enjoyment of a building designed as a dwelling for one family as a place of residence and limited recreation.
- b) Only one Home may be constructed on each Lot and no garage, tent, or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for Family members or guests without the prior written approval of the Board.
- c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot, and if not so maintained, the Association may perform yard maintenance, charge the costs there to the Lot Owner and levy as a Special Assessment against the Lot. Developer may but, shall not be obligated to improve any areas of the subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.
- d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Property, nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.
- e) Each Lot and the Improvements constructed thereon shall be used in compliance with all the provisions of this Declaration.

1.05 USE AND MAINTENANCE OF COMMON AREAS: IMPROVEMENTS IN RIGHT

OF WAYS.

- a) All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Association (which approval, if given, may be revoked at any time).
- b) Any signs, monuments, structures or systems constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association.
- c) The Association shall maintain all Common Areas so as to be neat and attractive in appearance. No Lot Owner shall erect any structure or improvement in the Common Areas.

1.06 RESTRICTIONS ON USE OF TRUCKS, TRAILERS, BOATS AND RECREATIONAL VEHICLES.

Recreational Vehicles (which shall include snowmobiles, trail bikes, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), trucks and motorcycles shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such Recreational Vehicle, truck or motorcycle be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Recreational Vehicles and motorcycles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.07 ANIMALS AND PETS.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from time to time) may be kept so long as they are not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.08 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage prior to prompt collection in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by the Board and if such burning is in compliance with local ordinances.

1.09 DEVELOPER LANDSCAPING: EASEMENTS: MAINTENANCE BY LOT OWNERS.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has and will install substantial landscaping improvements. The Developer Landscaping may but, is not required to include various hedge and screen plantings, berms, trees, shrubbery, entrance landscaping and monuments or signs, and related landscaping which are to be constructed and/or planted by the Developer on certain Lots and Common Areas in the Subdivision.

a) This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction or planting of any of the Developer Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Developer Landscaping has been completed.

b) The Association shall be responsible for maintaining and repairing the Developer Landscaping constructed and or planted on Common Areas. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Common Area landscaping in an attractive condition. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Common Areas and Storm Water Management facilities. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment as hereinafter defined.

c) All easements and rights described in this Section are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS – ARCHITECTURAL CONTROL

2.0 ARCHITECTURAL CONTROL.

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, altered or maintained on any Lot in the Subdivision without the approval of the Architectural Board. For any undertaking requiring the approval of the Architectural Board, three sets of plans [including construction plans with roof, siding and trim colors, site plans, grading plans (where necessary) and landscaping plans, including driveway location] shall be submitted to the Architectural Board. If and when plans are approved, two sets of the approved plans shall be signed, dated and returned by the Architectural Board to the Lot Owner as evidence of such approval. Any minor changes or revisions

required by the Architectural Board may be noted as an exception to the approval on the plans and detailed in a letter to the Lot Owner. The Architectural Board may also request that revisions be first made to the plans by the owner's agent before approval is given. Once the Architectural Board has granted approval, all such approved plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved, in writing, by the Architectural Board. The Architectural Board shall consist of one to three members, appointed by the Developer, until such time as a single-family home has been constructed on each Lot. Thereafter, the number of and members of the Architectural Board shall be determined by the Association.

In approving or disapproving proposed plans and specifications, the Architectural Board may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, its harmony with surrounding buildings, its proposed location on any Lot, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact of the proposed plans on other Lots in the Subdivision. The Architectural Board shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or in furtherance of the intent of these restrictions. Any determination of the Architectural Board shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Architectural Board shall not be liable for actions taken, plans approved or disapproved, provided such acts or decisions are made in good faith.

ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, MAINTAINED OR ALTERED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Developer and/or the Architectural Board shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or which fail to properly handle site drainage. It is the sole responsibility of the Lot Owner to determine compliance with all applicable zoning and building codes and to obtain all necessary governmental and quasi-governmental approvals prior to the commencement of construction. The Lot Owner shall obtain the approval of the Architectural Board prior to seeking governmental approvals and, in the event that such governing authority requires changes to plans subsequent to approval by the Architectural Board, such changes shall require the written approval of the Architectural Board prior to the commencement of construction.

It is specifically intended that the architectural provisions herein set forth shall provide for the compatibility of architectural styles amongst the various homes that are in close visual proximity, while at the same time avoiding the monotony caused by the duplication of styles. Toward this end, the Architectural Board may evaluate and

approve the use of a particular style of home on any given Lot in the Subdivision. In granting that approval, the Architectural Board may consider the proposed residence in relation to the existing homes or previously approved homes that will be built in close visual proximity to the proposed residence.

2.01 ARCHITECTURAL STYLES AND BUILDING MATERIALS.

- a) The Architectural Board appointed pursuant to this declaration, shall encourage the use of architectural styles which are compatible with the surrounding structures and consistent with the topography and nature of the Subdivision. The Architectural Board shall encourage the use of qualified home designers and registered architects, or other equally qualified individuals or firms. The Architectural Board shall discourage and may prohibit the use of architectural styles which it deems unsuitable for the subdivision.
- b) The exterior of all Structures shall be constructed of all-natural building materials such as wood, brick, stone, stucco or a combination thereof. In no event shall the exterior of any Structure consist of metal or vinyl siding, however, “Hardiplank” or similar materials may be used.
- c) The front exterior elevation of residences shall be at least thirty percent (30%) brick, stone or stucco. Exposed poured concrete block foundation walls shall not exceed 12 inches as measured vertically on any residence or accessory structure. Where block or concrete would otherwise be exposed, the exterior material must be extended to within 12 inches of grade.
- d) The roofing on all dwellings shall consist of wood shakes, slate or thirty (30) year dimensional asphalt shingles as approved by the Architectural Board. The Architectural Board, in its sole discretion, may permit or prohibit the use of other types of roofing having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Board may permit the use of other high-quality roof materials which it deems aesthetically pleasing and architecturally appropriate, including but not limited to masonry, metal and/or copper.
- e) All homes must have a fireplace. Direct vent fireplaces are permitted. All chimneys, whether located on an interior or exterior wall, shall be brick, stone or masonry faced with stucco.

The Architectural Board shall have the exclusive right to approve the architectural style and the building materials used and any decision of the Architectural Board shall be final and conclusive.

2.02 MINIMUM LIVING AREA AND OTHER REQUIREMENTS.

The Architectural Board shall have the exclusive right to determine whether the following requirements will be satisfied, and any decision of the Architectural Board shall be final and conclusive.

a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, patios and storage areas):

- i) not less than 2700square feet for a one-story Home;
- ii) not less than 3200 for a one-and-a-half story Home;
- iii) not less than 3400 square feet for a two-story Home with a minimum of 2000 square feet on the first floor.;
- iv) no bi-level or tri-level homes shall be permitted.

b) Each Home shall have a basement with a finished floor (exclusive of any crawl space) of not less than 60% of the area of the first floor.

c) No home shall exceed two and one-half stories (excluding the basement) or forty-two feet in height above finish grades, whichever is less.

d) The roof of each Home shall be pitched to rise at least eight (8) inches vertically for each twelve (12) inches horizontally.

e) An attached enclosed garage (for at least three and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of the garage shall be completed prior to occupancy of the Home. The garage door may not face the same street that the front door of the Home faces. For any garage which is for three or more cars, the garage doors shall be broken into two or more planes.

f) Lot Owner shall install, at the Lot Owner's expense, one front yard lamppost with photoelectric control and a mailbox. The style of mailbox and of the lamppost and lamp shall be consistent for each Lot and shall be designated by the Architectural Board. The Lot Owner shall complete the installation of the mailbox and front yard lamppost within Ninety (90) days of the issuance of the occupancy permit.

g) Consistent with the Village of Summit Ordinances, the maximum impervious space on any Lot cannot exceed 9,800 square feet, inclusive of driveway, sidewalks, pools, patio and the footprint of the home.

2.03 LOCATION: SETBACKS.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

- i) no building shall be closer than 75 feet to the ultimate right-of-way line of any public street, road, or highway upon which the property abuts;
- ii) no building shall be closer than 30 feet to the side or rear lot line;
- iii) buildings or structures housing livestock shall not be erected closer than 50 feet to a side or rear lot line at any point;
- iv) not more than 25 feet from any identified wetland;

v) not closer than 50 feet from the 100-year stormwater pond elevation.

b) Approval by the Zoning Administrator or building inspector of the Village with respect to setbacks or other matters shall not be binding on the Architectural Board in any respect.

c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other Improvements on the Lot, must be approved in writing by the Architectural Board prior to any construction, it being intended that the Architectural Board may, at its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Architectural Board deems advisable.

d) The Architectural Board may, in its discretion, permit Improvements (other than the Home and garage) to be constructed, installed and located on a Lot provided, such permission must be in writing to be effective and may be granted by the Architectural Board. Said Improvements may include, but not be limited to, in-ground swimming pools, if they meet Village ordinances and specifications, (above-ground swimming pools are expressly prohibited); accessory building(s) provided that such accessory building be constructed, (and maintained), of the same materials, architectural style and color as the Home. The approval of a fence, swimming pool or accessory building on any given Lot shall not obligate the Architectural Board to approve any such Improvement on any other Lot.

2.04 LANDSCAPING AND DRAINAGE.

a) No later than six (6) months following issuance of an occupancy permit for a Home, the landscaping plan for the entire Lot as approved by the Architectural Board shall be implemented, installed and completed. The Architectural Board shall encourage the use of native plants and a natural landscape appearance.

b) No fence, wall, hedge, or screen planting shall be installed unless approved in advance by the Architectural Board under Section.

c) Each Lot Owner is responsible for compliance with Master Grade Plan as established by the Village of Summit.

d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Landscape Easement Areas, shown on the Final Plat together with the area between the front Lot line and the road,

throughout the subdivision, and to charge the cost thereof as a common expense.

e) Each Lot Owner shall plant one (1) tree within five (5) feet of the front property line with a minimum diameter of 1.5” in diameter prior to occupancy.

2.05 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with an asphalt, paving stone driveway or concrete driveway, extending from the Roadway abutting the Lot to the garage within six (6) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall have been submitted to the Architectural Board for its prior approval in accordance with this Section. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. If the driveway is installed with a paving stone or concrete driveway, the paving stone or concrete shall be installed no closer than five (5) feet to the traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches, unless approved by the Village Public Works Director.

Driveways shall meet setback provisions as provided in the Village of Summit zoning ordinance. In addition, driveways and culverts shall conform to the Village of Summit code of ordinances, specifically Chapter 24, Article II relating to excavations and driveways, and any required permits shall be obtained by the Village prior to commencement of any work.

2.06 CONSTRUCTION MATERIALS STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Architectural Board, unless required for finish grading or landscaping.

2.07 WIRES AND ANTENNAS.

a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home, garage or other Improvement shall be installed underground, unless otherwise permitted by the Architectural Board prior to installation.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Architectural Board.

2.08 SIGNS.

No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Architectural Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or Architectural Board may approve for placement on those Lots for the purpose of advertising Bark River Conservancy Subdivision.

2.09 GOVERNMENT RESTRICTIONS.

The Developer, its successors and assigns, and all parties hereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village of Summit, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify, in any way, the rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body. The Subdivision consists of 62.14 acres of land. The Subdivision is restricted to a maximum density of 19 single family lots on the 62.14 acres of land.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

The Developer hereby creates and shall incorporate as a Wisconsin non-profit corporation a homeowner's association to be known as "Bark River Conservancy Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

3.02 MEMBERSHIP.

- a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.
- b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee. Membership and/or voting rights shall not be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.
- c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

- a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.
- b) A Lot Owner shall not be entitled to vote on a matter if any Assessment against the Lot is then delinquent.
- c) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

- a) The Association shall maintain a current membership list. Each Lot Owner shall furnish the information necessary for the Association to maintain such membership list.
- b) All notices required to be given to a Lot Owner shall be deemed to have been duly given at the time of personal delivery to the Lot Owner or the Home of the Lot Owner or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the

Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

- a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.
- b) An annual meeting of the Association shall be held each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 4.05(a).
- c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Lot Owners with one-third or more of all votes entitled to be cast.
- d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.
- e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

- a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:
 - i) to levy and enforce payment of Assessments on the Lots and against Lot Owners;
 - ii) to enforce this Declaration and, without limitation, to accept, own and maintain the Common Areas;

- iii) to purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;
- iv) to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements thereof;
- v) to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
- vi) to employ the services of any person, firm, or corporation to maintain the Common Areas, or to construct, install, repair or rebuild Improvements thereon;
- vii) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
- viii) to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
- ix) to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties, which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and
- x) to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07

MANAGEMENT OF ASSOCIATION BY THE BOARD OF DIRECTORS:
ARCHITECTURAL BOARD.

- a) The Association and its business, activities and affairs shall be managed by the Board of Directors (which shall consist of all the officers of the association). The Board of Directors shall exercise and perform, in addition to the powers, duties and obligations specified in this declaration for the Board of Directors, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter).

Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as all Lots have been sold and fee simple title conveyed by Developer, (except for sale of Lots to Bark River Conservancy, LLC which shall not be deemed sales by the Developer for purposes of this Section 3.07(a), at which time, all officers of the Association shall be elected by the members of the Association.

- b) The Architectural Board shall exercise and perform all of the powers, duties and obligations specified in this Declaration for the Architectural Board. All officers of the Association then in office shall be members of the Architectural Board and no other person may be a member of the Board. Notwithstanding anything aforesaid to the contrary, the Developer shall be entitled to appoint all members of the Architectural Board until such time as all of the Lots have been sold and fee simply title conveyed by the Developer (except for sales to Bark River Conservancy, LLC which shall not be deemed to be sales by the Developer for purposes of this Section 4.07(b), at which time the members of the Architectural Board shall be the officers of the Association. Except where otherwise expressly stated, the following provisions of this Section 4.07 shall apply to each of the Board of Directors and Architectural Board.
- c) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are appointed by Developer or elected by the Association. Except for officers appointed by Developer (who need not be Lot Owners or a Co-Owner), only a Lot Owner or Co-Owner of a Lot shall be eligible to serve as an officer and member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office. A Board Member may be both President and Secretary and another Board Member may be both Vice President and Treasurer, such that the Board may have only Two (2) members.
- d) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time only by Developer and a successor may then be appointed by Developer.
- e) Vacancies in any officer position and on the Board (caused other than by removal under Section (d) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.
- f) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

- g) Regular meetings of the board shall be held at such times and places as the board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.
- h) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.
- i) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.
- j) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.
- k) Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.
- l) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.
- m) No person shall receive any payment for services rendered as an officer of the Association or as a member of the board or a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.
- n) No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the association for any loss or damage suffered or claimed on account of an act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.
- o) All decisions of the Board on any matter (including, without limitation, decisions under Section 2) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

p) The Board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.08 OFFICERS.

a) The Officers of the Association shall be:

i) a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors and the Architectural Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

ii) a Secretary, who shall: be a member of the Board of Directors and the Architectural Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Boards and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

iii) a Treasurer, who shall: be a member of the Board of Directors and the Architectural Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; assess and collect all General and Special Assessments made by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

iv) one or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association or by appointment of Developer; however, it is not required that the Association have one or more Vice Presidents. A Vice President, if any, in addition to serving on the Board of Directors and the Architectural Board, shall have such other powers, duties and responsibilities as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number

of offices.

3.09 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) At the time of Closing of the purchase of any Lot by any Owner, the Owner shall pay to the Association the sum of \$2500.00 as an initial deposit for the benefit of the Association.

b) The Board of Directors shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of all General and Special Assessments (herein collectively referred to as "Assessments") which shall be made against the Lot Owners and their Lots. The Board of Directors may, at any time, levy Assessments for such purposes against the Lot Owners and their Lots.

c) "General Assessments" may be made and levied by the Board of Directors equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

i) maintenance, repairs, upkeep or operation of Common Areas, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;

ii) any insurance maintained by the Association;

iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

iv) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

v) costs and expenses for additional improvements to Common Areas beyond those installed by the Developer;

vi) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board of Directors may determine, for payments made under this paragraph;

vii) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

viii) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;

ix) all other costs and expenses declared to be common expenses under this Declaration.

d) The Association shall maintain separate journals for General and Special Assessment Funds of the Lot Owners, as may be necessary, provided that all funds received from all Assessments may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association.

e) The Board of Directors shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual Assessments necessary to meet the estimated expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot. The Board of Directors may adjust the General Assessment at any time so as to ensure that sufficient funds are available to cover all anticipated costs and to establish an adequate reserve for replacements.

e) At the closing of the purchase of any Lot, the purchaser shall pay \$500.00 to the Association as an initial membership fee. The initial membership fee shall be used to create an initial reserve fund for the Association and such initial reserve shall be used exclusively for the uses set forth herein.

3.10 PAYMENT OF ASSESSMENTS.

a) Each Lot Owner shall promptly pay, when due, all Assessments levied by the Board of Directors against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent Assessment. All Assessments shall become due as the Board of Directors may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. The amount of the Assessments, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board of Directors. Notwithstanding the foregoing, during the period of Developer control of the Association, (i.e. until the sale of 75% of the Lots), any Lot owned by the Developer (individually an "Unsold Lot" and collectively, the "Unsold Lots") shall be exempt from Assessments for Common Expenses until such Unsold Lot is sold. However, the Developer shall be liable for the balance of the actual common expenses until such time as the Developer has sold 75% of the Lots at which time Developer shall pay all Assessments and Special Assessments due on any Unsold Lot or Unsold Lots.

b) All Co-Owners of a Lot shall be jointly and severally liable for all Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.11 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All Assessments which are not paid when due: shall bear interest at 18 percent per annum or at such other maximum rate as may then be permitted by law until the Assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board of Directors (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent Assessments, plus costs, expenses and attorney's fees for collection.

b) The Association (through the Board of Directors) shall have the exclusive right and power to collect or enforce collection of all Assessments levied by the Board of Directors and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such Assessments and/or to foreclose the lien for such Assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.12 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and/or Lot Owner.

c) Rules and Regulations shall be enforced by the Board of Directors but may not be enacted, amended, or repealed by the Board of Directors.

3.13 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the

other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.14 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.15 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board of Directors) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board of Directors shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board of Directors to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board of Directors to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances, except as provided in Section 2, unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

3.16. MAINTENANCE OF OUTLOTS, COMMON AREAS, PONDS, LANDSCAPE EASEMENTS, ENTRANCE SIGNAGE.

The Owner's Association has the responsibility of properly landscaping and maintaining all Landscaping Easement areas) and subdivision entrance signage within the subdivision. The Homeowner's Association shall be responsible for the maintenance of all retention storm water drainage facilities after completion of said facilities. The Developer and each Lot Owner, as the case may be, grants to the Homeowner's Association a permanent access easement and right to enter upon the outlots in order to inspect, repair and restore said drainage facilities for their intended purpose. The Homeowner's Association agrees to indemnify and hold harmless the

individual Lot Owner of the costs of routine and extraordinary maintenance to all drainage facilities provided that the Lot Owner has cooperated with the Homeowner's Association in regards to the maintenance of the drainage facilities. The Developer has recorded a separate Stormwater Maintenance Agreement document which further defines the Association's responsibility with regard to storm water drainage facilities. The Developer and the Homeowner's Association, as the case may be, hereby grants to the Village a permanent access easement and the right, but not the responsibility) to enter upon the easement in order to inspect, repair and restore said drainage facilities, outlots, common areas, or signage for their intended purpose. In the event the Association does not properly landscape or maintain any Outlot, common area, drainage facility or signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot, common areas, drainage areas, and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintain if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot, common area, drainage facility and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such Outlot, common area, drainage facility and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

3.17 WETLANDS, ISOLATED NATURAL RESOURCE AREAS, AND ENVIRONMENTAL CORRIDORS.

In order to preserve and protect the wetlands, isolated natural resource areas, and environmental corridors located in this Subdivision to the greatest extent possible, additional setbacks from these areas may be established on the Plat of Bark River Conservancy. No construction, land disturbing, grading, or filling activities may occur outside of such setbacks, or within the wetlands, isolated natural resource areas and environmental corridor areas. Portions of the area area subject to a Conservation Easement granted to the Waukesha County Land Conservancy to be recorded with the Waukesha County Register of Deeds. The Owner's Association shall comply fully with all terms and conditions of the Conservation Easement. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the Conservation Easement, the County of Waukesha, the Village, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision.

3.18 OWNERSHIP AND USE OF OUTLOTS AND COMMON AREAS.

Each owner of a Lot shall have an undivided 1/19th ownership interest in the common areas and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such

undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 2 shall be reserved for a future road extension to the south. Outlots 3 and 4 include Stormwater Management purposes. Outlot 1 contains wetlands and floodplain and may be within the primary environmental corridor. Outlot 4 also contains wetlands and may be within the primary environmental corridor. The use of Outlots 1 and 4 is subject to the terms of the Conservation Easement by and between the Developer and the Waukesha County Land Conservancy. Waukesha County Land Conservancy is responsible for maintaining Outlots 1 and 4 subject to the terms and conditions of a Conservation Easement between Developer and Waukesha County Land Conservancy to be recorded. All costs and expenses associated with the maintenance of the Conservation Easement Areas shall be paid by the Association upon billing by the Waukesha County Land Conservancy. In the event Waukesha County Land Conservancy or the Association does not properly maintain Outlot 1 or 4 for their intended purpose, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot(s) are not being properly maintained, and further indicating that the Village of Summit will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot(s) are not properly maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to maintain any such Outlot referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

Commented [DF1]: Outlot 4 also contains storm water management facilities. Should this be added?

Commented [DF2]: TBD by Village Board at Final Plat approval

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 15 feet of any lot line for purposes of allowing the Village or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended at any time by recording a document to that effect in the Office of the Register of Deeds of Waukesha County executed (a) solely by the Developer until such time as the Developer shall no longer owns any Lot and thereafter (b) by Owners at least seventy-five (75%) of the Lots, except that no amendment will be permitted without the express consent of the Developer as long as Developer owns any Lot.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of twenty (20) Years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) Years and thereafter for successive periods of ten (10) years upon the expiration date of the Prior renewal Period, unless there is recorded an instrument (executed by the Owners of at least Sixty-Seven (67%) percent of all Lots in the Subdivision and their mortgagees) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs later.

4.06 INTEPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the Purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity which is clearly not authorized under these Declarations or approved in writing by the Board of Directors.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Bark River Conservancy, LLC as Developer, as of the date first written above.

GENESEE LAKE ROAD, LLC

a Wisconsin limited liability company

By: The Victory Companies, of Wisconsin, Inc. a
Wisconsin Corporation,

Its: Sole Member

By: _____
John Stoker, President

AUTHENTICATION:

The signature of John Stoker was authenticated on _____, 2025.

Joe A. Goldberger
Title: Member State Bar of Wisconsin

This Instrument was drafted by and return after recording to:

Joe A. Goldberger
State Bar No. 1012616
North Shore Legal
13460 N. Silver Fox Drive
Mequon, Wisconsin 53097
(262) 241-1833
jagoldberger@nslalaw.com

EXHIBIT A

Legal Description

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING, THENCE S 89°28'11" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 652.26 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W ALONG THE WEST LINE OF CSM 811 AND THE EXTENSION OF SAID LINE, 2568.66 FEET; THENCE N 72°30'58" W, 42.55 FEET; THENCE S 83°52'47" W, 112.15 FEET; THENCE S 62°27'49" W, 124.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26; THENCE N 89°11'23" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 394.72 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE SAID POINT LYING S 88°58'47" E, 77.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.46 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,706.632 S.F. OR 62.136 ACRES MORE OR LESS, INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

**BARK RIVER CONSERVANCY
MANAGEMENT PLAN**

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

September 26, 2025



Bark River
CONSERVANCY

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INTRODUCTION

Bark River Conservancy is a residential conservation subdivision development in Waukesha County, Wisconsin. Of the 62 acres that comprise Bark River Conservancy, approximately 35 acres are dedicated to open space and restoration. Land within the primary environmental corridor, as delineated by the Southeastern Wisconsin Regional Plan Commission (SEWRPC), will be permanently secured under the terms of the Bark River Conservancy Final Plat, the Declaration of Restrictions, and easements with the Waukesha County Land Conservancy (WCLC). The open space is made up of woods, native and naturalized meadow plantings, wetlands, former farmland, and stormwater management. This open space will be managed and maintained by the Homeowners Association and WCLC.

The purpose of this document is to provide guidance for the establishment and long-term management of all the open space on the Bark River Conservancy property, including the Homeowners Association-controlled open space. It is understood that much of the work proposed in this document will take place over the course of years and that this effort is an ongoing process.

In the following sections, the various ecosystems found at Bark River Conservancy are divided into habitat types or their components and discussed separately. Habitat types are discussed as follows: meadows, wooded areas and wetlands. Common and glossy buckthorn (*Rhamnus cathartica* and *R. frangula*) are dominant among other invasive species present throughout the wooded area.

The wooded area thus shows areas of white oak, hills oak, shagbark hickory, and black cherry surrounded by large areas of invasive species. This would suggest the need for invasive species management in order to protect the rarer, higher quality components of the woods. As invasive species become more prevalent, the diversity of both plants and animals within that area decreases.

CONCEPTUAL GOALS

The overall goal of the Bark River Conservancy Management Plan is to increase the area of native vegetation and preserve the existing natural areas to benefit both wildlife and human residents. It is understood that this is an evolving plan that may change as site conditions develop and particular management actions become more or less feasible over time. In general, activities include restoring both wooded and non-wooded open space areas to a matrix of native species, and providing residents with opportunities to interact with and enjoy the landscape. These goals are broken out and discussed below under ecological and aesthetic goals, and recreational and educational goals. Table 1, the Bark River Conservancy Management Plan Summary Table, provides an overview.

Ecological and Aesthetic Goals

Two ecological and aesthetic goals are identified: (1) maintaining or improving wildlife habitat, and (2) maintaining vegetation communities onsite. These goals are discussed below.

1. To maintain or improve wildlife habitat by:

- Preserving and maintaining the highest quality landscape element - the woods, by:
 - o Keeping the common species at the site common and keeping the rare species stable.
 - o Preserving the woodland edge buffer.
 - o Controlling invasive species within the woods.
 - o Conducting periodic inventories of plants and animals and adjusting management to enhance survival of all native species, especially special concern species.

- Increasing areas of natural vegetation in the non-wooded areas.
- Reducing populations of invasive vegetation.
- Re-introducing prescribed burns or alternative management activities such as mowing.

2. To maintain vegetation communities with a diversity of color and texture throughout the year.

Recreational and Educational Goals

Recreational and Educational Goals are listed as follows:

- To create a safe place for homeowners and their families to enjoy the outdoors.
- To give children and adults a place to experience diverse natural communities.
- To give homeowners pride in their living space.
- To involve homeowners in the care of their living space.
- To create a community focus through interaction with the landscape.

MANAGEMENT PLAN

The following sections discuss activities that the Bark River Conservancy Homeowners Association will take to achieve the goals outlined above. A summary table of these activities is included in the Figures and Tables section at the end of the plan. The Bark River Conservancy Homeowners Association will be responsible for implementing the Open Space Management Plan and will work cooperatively within the scope of the easement with WCLC, to include native vegetation establishment and natural areas preservation, as described in the "Initial Actions" sections immediately below. The Homeowners Association and, where appropriate, WCLC, will also be responsible for management and maintenance of these areas, following the "Long-term Management and Maintenance Plan" provided below.

Initial Actions to Achieve Ecological and Aesthetic Goals

Vegetation Establishment and Initial Management

The former farm fields and many of the areas disturbed by construction have been seeded with a combination of no-mow grasses, general lawn seed mixes, and native prairie seed mixes at the end of construction. The objective for these outlot areas is to establish low and minimal maintenance areas, naturalized meadow-type vegetation - not strict "prairie." This implies a tolerance for a variety of old-field and/or non-native species. However, there will be an effort to control certain noxious or invasive weeds, such as Canada thistle (*Cirsium arvense*), wild parsnip (*Pastinaca sativa*), white and yellow sweet clover (*Melilotus* sp.), and other species that become a significant problem.

Outlots/Meadows

Certain areas of the former farm fields have been stripped of topsoil, graded and re-topsoiled. After the construction disturbance, these fields have been seeded with no-mow grasses, general lawn seed mixes, and native seed mixes (see Appendix D: Bark River Conservancy Landscape Plan), and a cover crop. Areas prone to erosion have been treated erosion control blankets and other appropriate BMPs.

During the first growing season after seeding, the outlots/meadows will be mowed to control weeds. Weeds will be mowed down to 5 inches one to three times during the first growing season to prevent seed set and prevent shading of the germinating meadow seedlings. Weeds will also be mowed during the second and third growing season as needed.

Due to the unknown nature of the soil seed bank after construction disturbance, the meadow plantings will be evaluated several times during the first growing season for the appearance of noxious or invasive weeds that should be controlled. Once the extent of the problem has been determined, an appropriate and cost-effective control method will be implemented within the first three growing seasons (i.e. creative problem solving will be used to address the problem, while yet staying within the established budget).

Stormwater Basins

The stormwater basins are embedded within the outlots and have been graded and seeded in the same fashion as meadows (see Stormwater Basin Seed Mix in Appendix A). During the vegetation establishment period, as part of the stormwater management system, the basins will be inspected periodically for proper function, erosion and vegetation health, and cover, as directed by the "Stormwater Management Practices Maintenance Agreement for Bark River Conservancy."

The initial management of the stormwater basins during the first three growing seasons will be the same as for the meadows: mowing for weed control, noxious weed control as necessary. The Homeowners Association is responsible for maintenance and management in the stormwater basin areas.

Wooded Areas

The wooded areas are a mosaic of plant communities. Many areas of the woods is infested with buckthorn. This is a large infestation that can only be addressed over the course of several years and will require significant contribution from the Homeowners Association and WCLC.

The first priority for the woods is to reduce or eliminate the population of buckthorn so that all subsequent invasive species control efforts are easier and more efficient (i.e. people can walk freely through the woods).

The common area woods will be divided into various management units as determined by WCLC. It is recommended that invasive species control work be done in one unit per year, but this timetable may be altered depending on the amount of work to be done in each unit.

The first step is to identify, mark and block off special concern species within the target management unit. This will be done during the growing season when these species are easier to identify. The individual plants that are to be removed should be taped, flagged, or sprayed to guide the workers within the unit.

Invasive shrub removal will be done during the fall or winter dormant season to avoid damage to other vegetation. The shrubs will be cut near the base of each stem, and each stem will be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs may be treated with a targeted basal bark spray of triclopyr during the dormant season. The basal bark treatment may not be used in or around occurrences of the special concern species, nor within areas of the wetland that are saturated to the surface or have accumulations of snow and ice that could carry any herbicide overspray into the wetland water system upon melting. Cut material will be collected and piled for later burning. Alternately, the cut material may be left onsite to decay, given its ecological value to soil, wildlife, and plant life.

As mentioned above, management and maintenance in the wooded area will be the joint responsibility of the Homeowners Association and WCLC.

Open Space/Road Interfaces

Where the road is bordered by open space, the road right-of-way (approximately 15 feet) will be vegetated with mowed turf grass. Other highly visible areas will also be vegetated with turf grass, as indicated on the Bark River Conservancy landscape plan. Mowing of these areas will be the responsibility of the Homeowners Association.

Future Opportunities for Open Space Enhancement

The following activities may be undertaken by the Homeowners Association or WCLC, were appropriate, at their discretion to enhance the Bark River Conservancy open space once the initial vegetation establishment and management tasks (above) are in progress or completed. Enhancement activities may include enriching the native communities with more species, controlling invasive species and pest plants, and adding more buffer area to the woods.

Prior to planting any new tree seedlings or saplings, the invasive species, mainly buckthorn, should be removed, preferably during the fall or winter dormant season to avoid damage to other vegetation. The shrubs should be cut near the base of each stem, and each stem should be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs could be treated with a targeted basal bark spray of triclopyr with 2, 4-D, also during the dormant season to minimize damage to other species. Cut material could be collected and piled for later burning.

Wetland

Although the wetlands have significant populations of the invasive species reed canary grass, no management actions will be taken by the Homeowners Association within these wetlands. The watershed and environmental corridor within which these wetlands lie is a continual source of reed canary grass propagules, such that control activities may be a waste of time and effort.

Herbicide Use Caution: It is recognized that the herbicide label supersedes any methods detailed in this document. Most states require that herbicide applicators be certified. Local municipal laws may have additional requirement needs, especially requirements in the categories of "posting" and "notifications." Neighbors may also be able to voice concerns. Applications in public parks where children play should always consider extra cautionary methods. All herbicide applications must follow label directions. Reference to chemical brand names in this specification does not imply endorsement.

Water Quality Improvement Measures

Water quality improvement will be a result of direct and indirect actions on the site. Converting the agricultural fields to thick meadow vegetation will result in reduced surface water runoff, which will also reduce sediment transport and nutrient loading into the wetlands and stream. The stormwater basins will assist in water quality improvement by catching the runoff from the proposed impervious surfaces.

Homeowners will also be encouraged to integrate raingardens into their home landscaping to capture and infiltrate their home's stormwater runoff.

Initial Actions to Achieve Recreational and Educational Goals

Initial Homeowner Education and Involvement

- Homeowners should not remove native plants from the wooded area.
- Homeowners should limit their flower picking so plants can reproduce. No plant or flower picking should occur in the wooded area.
- Homeowners can include native plants in the landscaping of their lots, particularly near their lot lines, to provide a buffer to the natural areas.

LONG-TERM MAINTENANCE AND MANAGEMENT PLAN

The Homeowners Association will appoint a Conservation Committee to oversee the implementation of this plan and to coordinate with WCLC. The Conservation Committee will have a three member, and at least initially, a representative from the developer.

The conceptual ecological, aesthetic, recreational, and educational goals (above) will guide all decisions and actions.

The Conservation Committee will meet at least yearly to review ecological monitoring records, and to plan and oversee open space management and maintenance activities.

The Conservation Committee will keep a detailed record of the justification, implementation, and results of each management action, including maintenance performed by WCLC, mowing and herbicide treatments, and report back to the Homeowners Association on a regular basis.

Long Term Management Tasks

The Homeowners Association will adopt, post, and distribute Open Space Use Rules and Regulations. The use policy should state permitted users (Bark River Conservancy Residents and their guests), permitted uses (walking, running, biking, picnicking, keeping pets on a leash), and excluded uses per the Conservation Easement with WCLC. The use policy should also include principles that will prevent area degradation and allow for enjoyable use by all. Sample principles include: leave no trace, keep groups small, and protect erosion control devices.

The Homeowners Association will also be responsible for routine maintenance of the stormwater basins as indicated in the Stormwater Management Practices Maintenance Agreement for Bark River Conservancy.

The Homeowners Association will also be responsible for mowing the grass between the

Invasive Species Control

The open space areas will be monitored yearly for invasive species that are threatening or dominating the landscape. Advice on managing invasive species can be obtained through WCLC, ecological consultants, the Department of Natural Resources, or the Nature Conservancy. Where herbicides are used, the appropriate herbicide should be chosen, keeping the following factors in mind: (1) its effectiveness has been demonstrated in the management literature; (2) it has been formulated for application over water where necessary; and (3) it has a quick breakdown and low soil residual time. At a minimum, biyearly efforts should be made to control invasive species in selected areas as determined by WCLC or the consulting ecologist, who will assist in prioritizing and sequencing control efforts.

The Conservation Committee, will determine whether invasive species control activities will be done by a hired professional, or with the help of homeowner volunteers. Factors that affect this decision include (1) available funds; (2) the skills and capacity of the homeowner volunteers (which may increase with time and training); (3) the need for a licensed herbicide applicator; (4) the urgency of the management action and (5) the quality of the area in which the work will be done.

The first priority for invasive species control is within the wooded area. The primary targets for control here are woody species (multiflora rose, buckthorn) and garlic mustard. These species cannot be addressed with extensive mowing or burning, so control efforts will involve physical activities such as pulling, localized trimming with a string trimmer (a.k.a. "Weed Whacker"), and chemical means, such as spot-treatments of herbicide. Prior to all invasive species control efforts, occurrences of special concern species will be identified and the area roped off.

As part of the ongoing maintenance of the woods will be regularly evaluated to assess the degree of success of the efforts to remove buckthorn from the wooded areas. If large stumps and clumps are re-sprouting, the Bark River Conservancy Homeowners Association may hire a licensed herbicide applicator to re-treat the re-sprouts or rely on WCLC. The soil will be tamped down after pulling the seedlings to minimize soil disturbance. Alternatively, if the Bark River Conservancy Homeowners Association or WCLC finds that the seedlings are so abundant that they can only be controlled by spraying, they will provide a licensed herbicide applicator to treat the seedlings with herbicide. Herbicide control of the seedlings provides the additional benefit of reducing soil disturbance.

The second priority for invasive species control is within the outlots/meadows and other open space outside the wooded area. Invasive species problems within the outlots/meadows and other open areas are as of yet unidentified and will have to be addressed by the Conservation Committee as they appear.

Mowing Regime for the Outlots/Meadows & Stormwater Basins

To maintain the outlot/meadow areas free of undesired brush and invasive species, a mowing regime should be implemented. The objectives of mowing are to cut back undesired woody species, remove biomass (plant material) from the system, and remove enough plant litter to expose the soil to the warming power of the spring sun. The following guidelines are provided.

- Mow in the early spring, if possible. Mow before the green plants are one foot tall. Alternatively, mow in the late fall. A spring mowing is preferable to a fall mowing so that the prairie plants can provide food and shelter during the winter. Early spring is preferable to later in the growing season to minimize the effects on wildlife that become more active as the season progresses.
- Set the mower height to about 6-8 inches. Collect the plant clippings so that they do not smother the green plants, build up a thick thatch layer, or insulate the cold ground during spring warm-up.
- Once the meadow vegetation has matured for several years, mow each area once every three or four years. Some areas may need to be mowed more frequently if there is a problem with brush invasion. Brushy areas may need to be mowed several times during one season, and followed up with another cutting the next season. Similarly, certain weedy or invasive species may need to be mowed at a different time (such as cutting sweet clover just as it's flowering) and frequency. Brush and invasive species may require additional applications of herbicides to obtain an acceptable control level.
- Leave at least half of the outlot/meadow areas unmowed in any one year to provide refugia for wildlife.
- Conduct an evaluation after each mowing, similar to the burn evaluation, to assess the changes wrought by the mowing and to assist with planning future management actions.

Community Involvement

The Conservation Committee may choose to promote community involvement events to progress further towards the recreational and educational goals. Community activities may include:

- Introductory classes on Birds, Plants, Amphibians, Insects, and Prescribed Burns, using conservation lands for field identification lessons.
- Animal/bird sighting records: invite homeowners to submit records of their bird or animal sighting to the Conservation Committee coordinator, who compiles a checklist. Homeowners track the species across time. Alternatively, post checklists at trailheads for trail user input.
- Photo points: invite homeowners to document prairie growth and establishment and forest conditions by taking photos from a fixed point through the season and over the years.

- Seed Collection and Planting: Homeowners collect prairie seeds at nearby established prairies or purchase them, and seed into their prairie to enrich the species mix.
- Nest box project: Homeowners install bluebird nest boxes in the meadows, and monitor and maintain boxes yearly for nesting success.

LONG TERM OPPORTUNITIES

As the residents of Bark River Conservancy grow to know and appreciate the open space and wooded areas, they may desire to contribute to the management of these areas. This interest would best be guided by the Homeowners Association in conjunction with WCLC or an ecological consultant towards the following opportunities for enrichment:

- Adding native species to the meadows as they develop,
- Participating in prairie-centered community activities, and
- Volunteering to work on invasive species control.

The Homeowners Association should continually work to establish and maintain good relations with the adjacent landowners who will be key to long-term invasive species control in the Bark River Conservancy watershed. In addition, residents should manage their own personal property in a way that contributes to the health of Bark River Conservancy as a whole by maintaining their raingardens, using native vegetation, and wisely managing nutrient and chemical use in their in their home landscaping.

Figure 1 - Project Location & Topography



Figure 2- Soil Survey Data

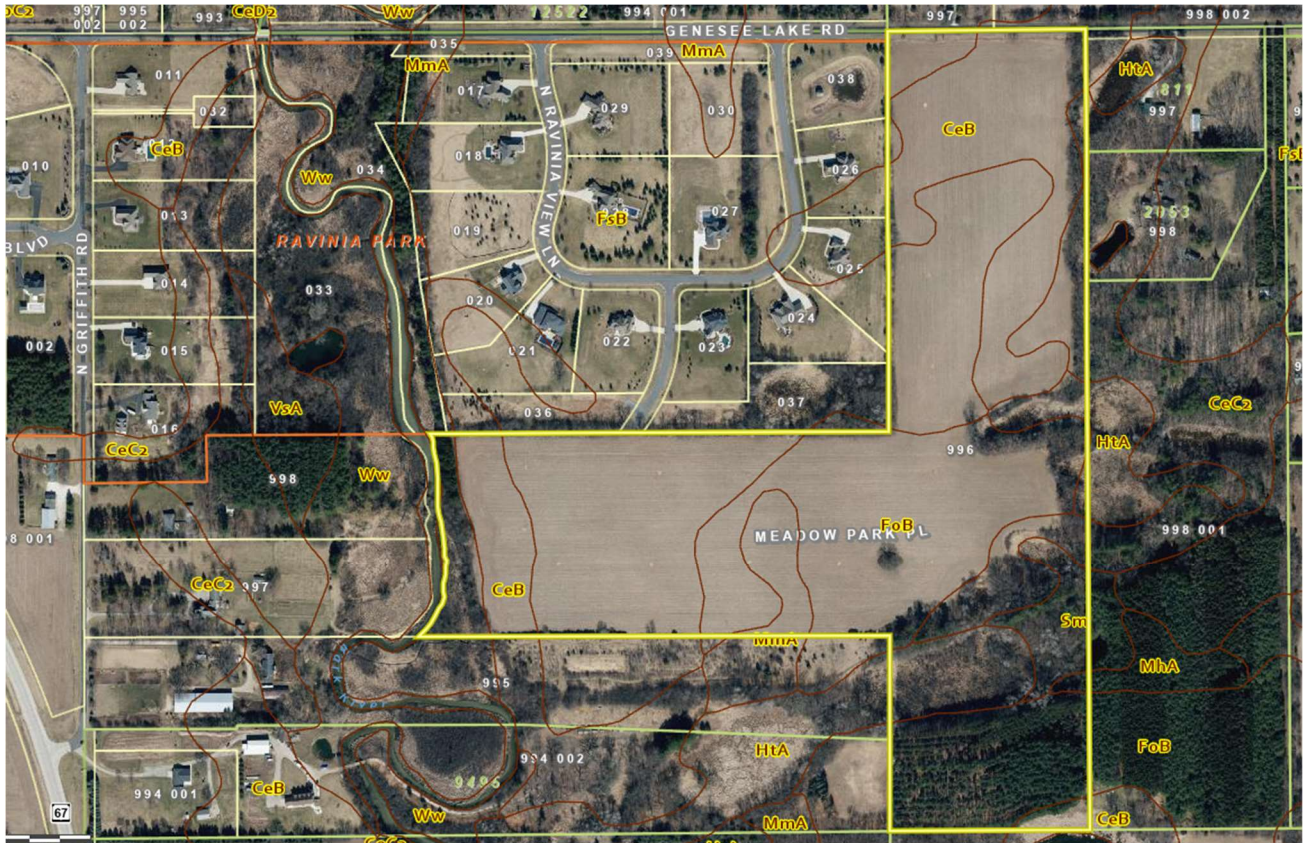


Figure 3- Wetland Inventory Data

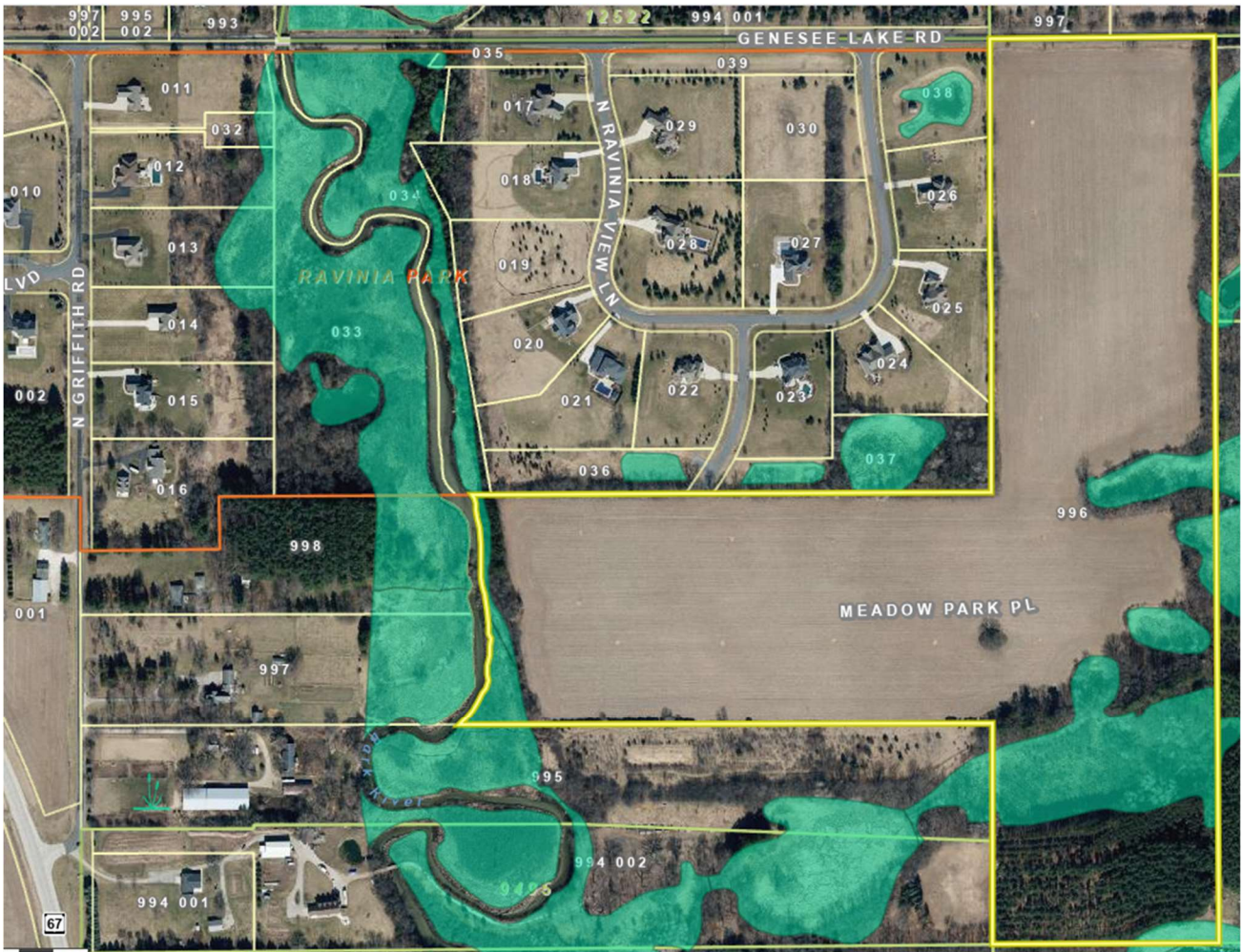


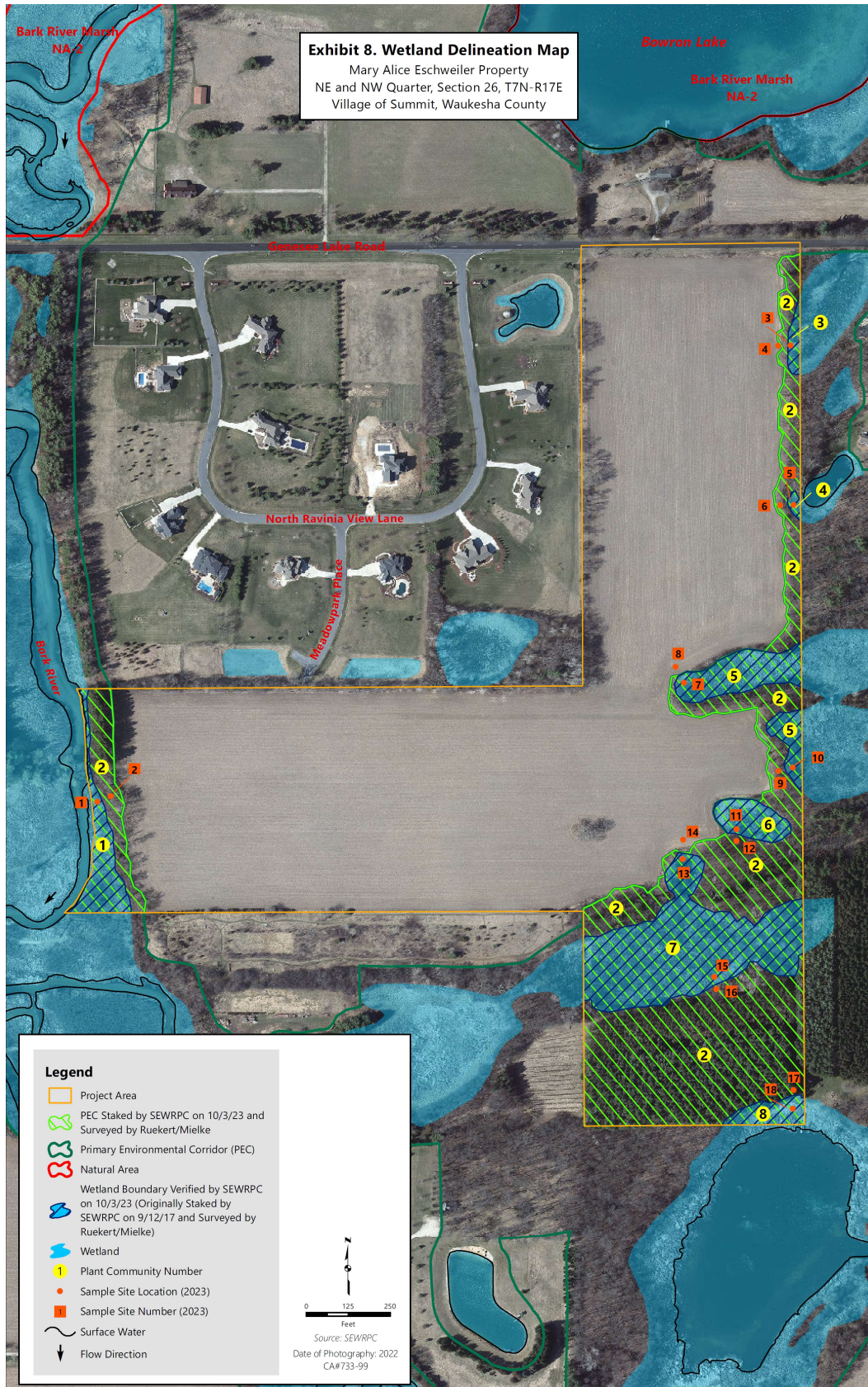
Figure 4 - Field Collected Data

PCA Number	Acreage	PCA Type(s)	Dominant Species	Critical Species
1	0.78	Shallow marsh and shrub swamp within the Bark River floodplain-wetland complex.	<i>Carex stricta</i> --Tussock sedge <i>Phalaris arundinacea</i> --Reed canary grass <i>Typha angustifolia</i> --Narrow-leaved cat-tail	a
2 (Upland)	17.9	Dry mesic hardwoods and planted conifers within a larger PEC associated with the Bark River.	<i>Carya ovata</i> --Shagbark hickory <i>Prunus serotina</i> --Black cherry <i>Rhamnus cathartica</i> --Common buckthorn <i>Quercus alba</i> --White oak <i>Quercus ellipsoidalis</i> --Hills oak	b
3	0.15	Ephemeral pond with shallow marsh.	<i>Persicaria amphibia</i> --Water smartweed <i>Phalaris arundinacea</i> --Reed canary grass	b
4	0.05	Ephemeral pond with shallow marsh and hardwood swamp along the perimeter.	<i>Lysimachia nummularia</i> --Moneywort <i>Schoenoplectus fluviatilis</i> --River bulrush	b
5	1.19	Ephemeral pond with shallow marsh, sedge meadow, shrub swamp, and a small area of atypical (farmed) wetland.	<i>Carex atherodes</i> --Slough sedge <i>Carex lacustris</i> --Lake sedge <i>Carex utriculata</i> --Common yellow lake sedge <i>Typha latifolia</i> --Broad-leaved cat-tail	b
6	0.48	Ephemeral pond with shallow marsh and degraded fresh (wet) meadow.	<i>Fragula alnus</i> --Glossy buckthorn <i>Phalaris arundinacea</i> --Reed canary grass <i>Sparganium eurycarpum</i> --Common burreed <i>Typha latifolia</i> --Broad-leaved cat-tail	b
7	3.6	Shallow marsh, fresh (wet) meadow, shrub swamp, and hardwood swamp.	<i>Salix petiolaris</i> --Petioled willow <i>Typha latifolia</i> --Broad-leaved cat-tail	b
8	0.34	Shallow marsh and fresh (wet) meadow with a small sedge meadow area that included sample site 18.	<i>Cirsium arvense</i> --Canada thistle <i>Phalaris arundinacea</i> --Reed canary grass <i>Typha angustifolia</i> --Narrow-leaved cat-tail	b

^a While no Federal- or State-designated Special Concern, Threatened, or Endangered species were observed during the field inspection, SEWRPC's Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeast Wisconsin, identifies Slender madtom (*Noturus exilis*), and Starhead topminnow (*Fundulus dispar*), both State-designated Endangered fish; Ellipse (*Venustaconcha ellipsiformis ellipsiformis*), a State-designated Threatened mussel and Lake chubsucker (*Erimyzon sucetta*), a State-designated Special Concern fish, as occurring in this reach of the Bark River. In addition, Planning Report No. 42 identifies this area as containing suitable habitat for Blanding's turtle (*Emydoidea blandingii*), a State-designated Special Concern herptile.

^b While no Federal- or State-designated Special Concern, Threatened, or Endangered species were observed during the field inspection, SEWRPC's Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeast Wisconsin, identifies this area as containing suitable habitat for Blanding's turtle (*Emydoidea blandingii*), a State-designated Special Concern herptile.

Figure 5 - Field Delineation Wetland Data



Appendix A: Native Seed Mix Species Lists

Prairie Moon Nursery Pretty Darn Quick (PDQ) Seed Mix or Equal (Designated Outlot Areas – See Landscape Plan)

Pretty Darn Quick (PDQ)© Seed Mix by Prairie Moon® Nursery 10.52 lbs per acre 155 Seeds per sq/ft (FILTER PLANTS IN THIS SEED MIX)	
WILDFLOWERS	
Botanical Name (Common Name)	% by wt.
Agastache foeniculum (Anise Hyssop)	0.59
Allium stellatum (Prairie Onion)	1.19
Asclepias incarnata (Rose Milkweed)	1.19
Astragalus canadensis (Canada Milk Vetch)	0.30
Bidens polylepis (Bearded Beggarticks)	0.59
Chamaecrista fasciculata (Partridge Pea)	19.02
Coreopsis lanceolata (Lance-leaf Coreopsis)	2.97
Dalea candida (White Prairie Clover)	1.78
Dalea purpurea (Purple Prairie Clover)	2.38
Drymocallis arguta (Prairie Cinquefoil)	0.59
Echinacea pallida (Pale Purple Coneflower)	2.38
Eryngium yuccifolium (Rattlesnake Master)	1.19
Gentiana flavida (Cream Gentian)	0.15
Helenium autumnale (Sneezeweed)	0.59
Heliopsis helianthoides (Early Sunflower)	0.59
Lobelia siphilitica (Great Blue Lobelia)	1.19
Monarda fistulosa (Wild Bergamot)	0.59
Oligoneuron rigidum (Stiff Goldenrod)	0.59
Penstemon digitalis (Foxglove Beardtongue)	1.19
Pycnanthemum virginianum (Mountain Mint)	0.59
Ratibida pinnata (Yellow Coneflower)	0.59
Rudbeckia hirta (Black-eyed Susan)	7.13
Rudbeckia triloba (Brown-eyed Susan)	0.30
Symphotrichum laeve (Smooth Blue Aster)	1.19
Verbena hastata (Blue Vervain)	1.19
Verbena stricta (Hoary Vervain)	0.59
Zizia aurea (Golden Alexanders)	2.38
Total of WILDFLOWERS:	53.05 %
GRASSES, SEDGES & RUSHES	
Botanical Name (Common Name)	% by wt.
Bouteloua curtipendula (Side-osts Grama)	19.02
Carex brevior (Plains Oval Sedge)	2.38
Carex vulpinoidea (Brown Fox Sedge)	1.19
Elymus canadensis (Canada Wild Rye)	9.51
Juncus effusus (Common Rush)	0.59
Schizachyrium scoparium (Little Bluestem)	14.26
Totals of GRASSES, SEDGES & RUSHES:	46.95 %

"Note: Seed mix compositions are subject to change depending on seasonal availability.

Agrecol Rainwater Renewal or Equal

(use for Stormwater Basin)

#RNR	Wet Mesic to Dry Mesic	Full Sun to Part Sun	8.00 PLS LBS/Acre	94.00 Seeds/ Sq. Ft
-------------	-------------------------------	-----------------------------	--------------------------	----------------------------

Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohioensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00
Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00

***Note: Seed mix compositions are subject to change depending on seasonal availability.

**Reinders - No Mow/Low Grow Seed Mix
for Transition Areas to Existing Residential Lots
(See Landscape Plan)**

Apply at 4-6 lbs/1,000 sq. ft.

Seed Composition:

Non-Coated Seed Mix:

- 45% Spartan II Hard Fescue – Drought, shade, and cold tolerant with fine texture
- 40% Quatro Sheep Fescue – Very fine leaf texture and low maintenance growth habit
- 15% Turf Type Annual Ryegrass – Quick-starting nurse grass with slow growth rate

Coated Seed Mix (with ProNitro™ Plus Technology):

- 22.5% Spartan II Hard Fescue
- 20% Quatro Sheep Fescue
- 7.5% Turf Type Annual Ryegrass
- 50% ProNitro™ Plus Coating – Includes water absorber for enhanced germination, slow-release fertilizer, and beneficial mycorrhizae for faster establishment

See label for complete ingredient breakdown.

**Reinders – General 30 Lawn Seed Mix
for Roadside Ditches and Transition Areas
(See Landscape Plan)**

Apply at 150 – 200 lbs/acre

Seed Formulation:

Non-Coated Seed Mix:

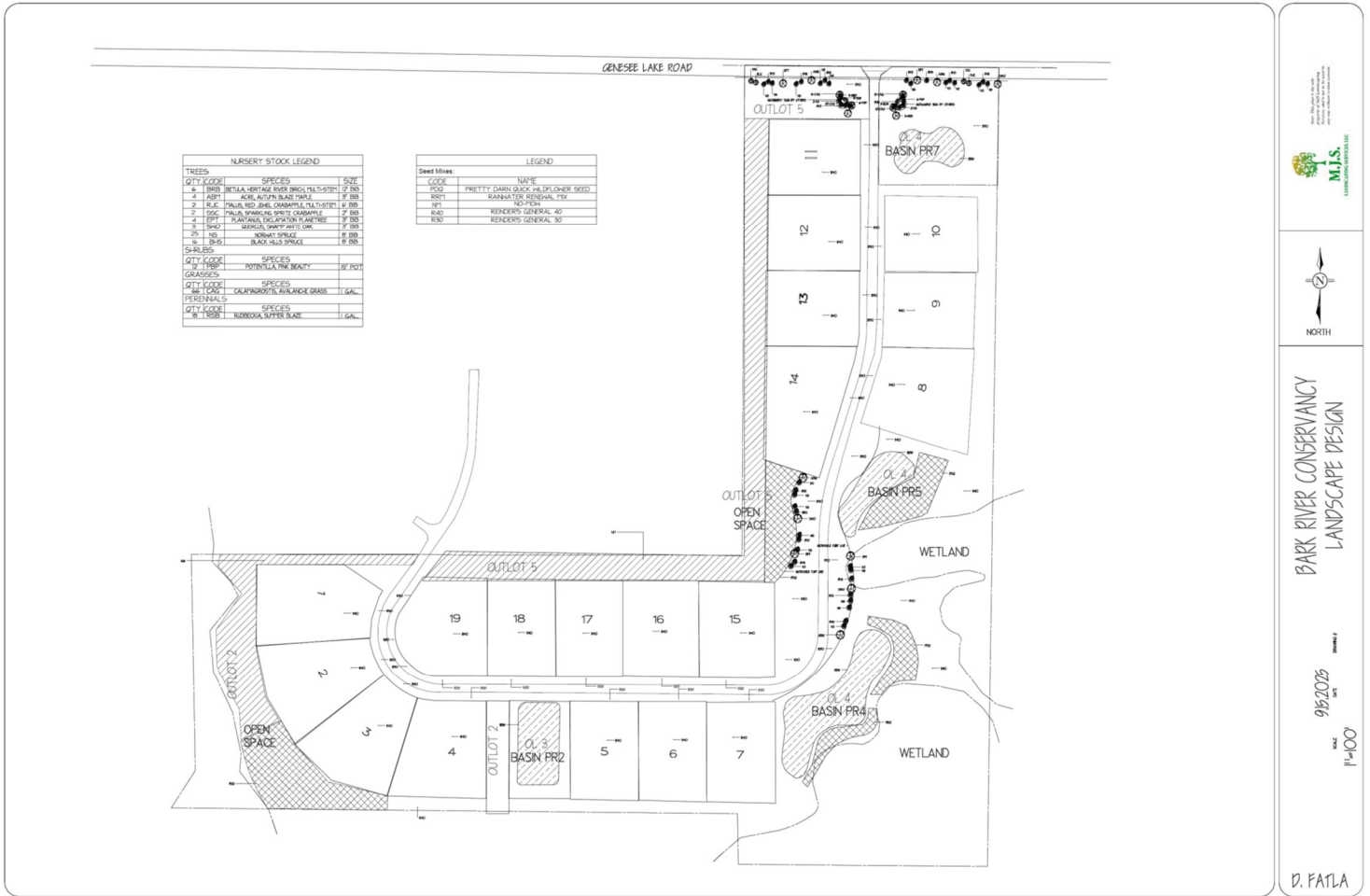
- 18% Kentucky Bluegrass (Standard)
- 12% Named Kentucky Bluegrass
- 40% Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 20% Annual Ryegrass

Coated Seed Mix:

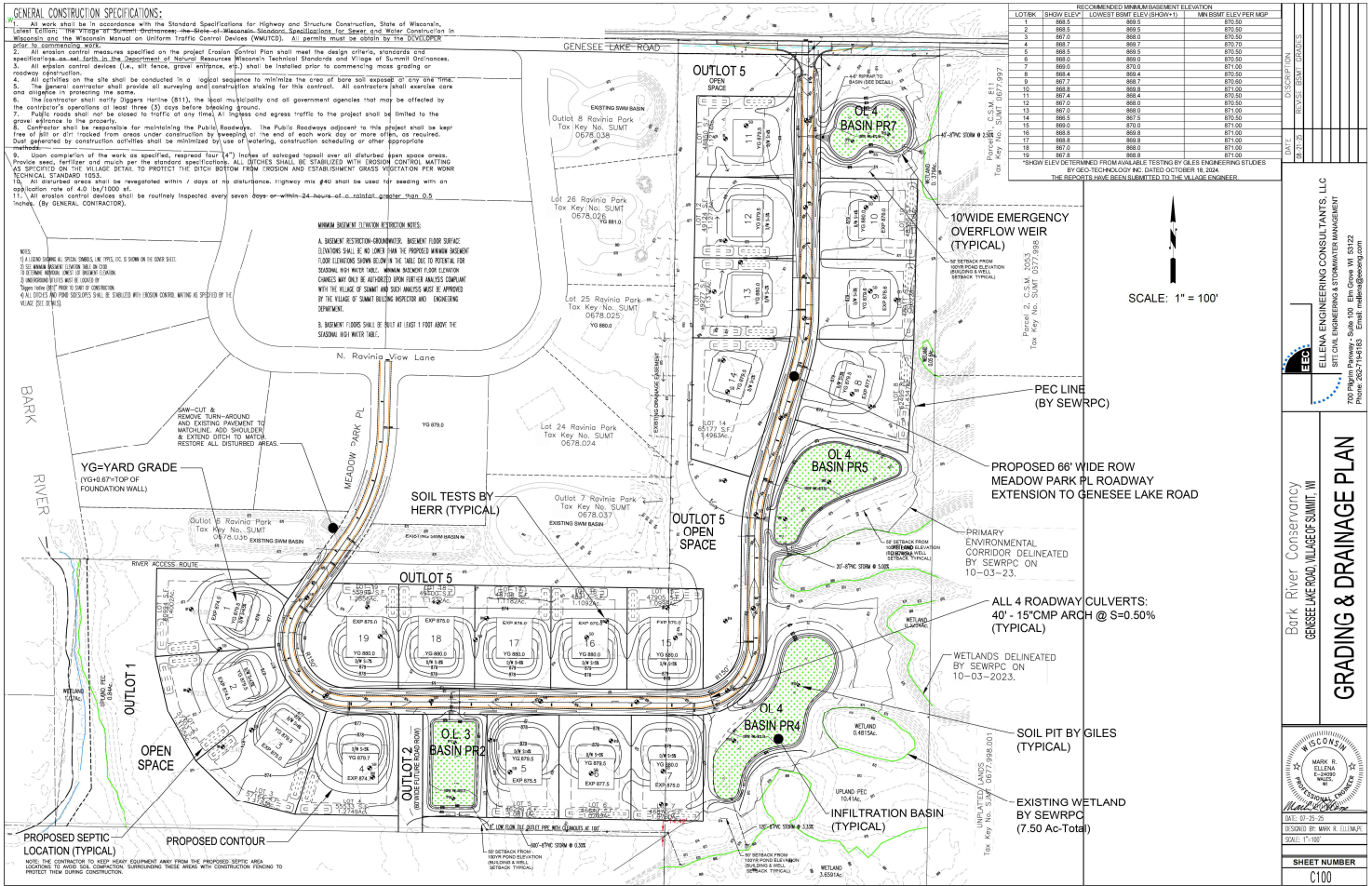
- 22% 85/80 Kentucky Bluegrass
- 8% Named Kentucky Bluegrass
- 35% Maxima 1/Boreal Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 25% Annual Ryegrass
- Includes 50% ProNitro™ Plus Seed Enhancement

See label for complete ingredient breakdown.

Appendix B: Bark River Conservancy Landscape Plan



Appendix C: Bark River Conservancy Grading Plan



Appendix D: Conservation Easement

CONSERVATION EASEMENT

This Grant of Conservation Easement is made this ____ day of _____, 2025, by _____, having an address of _____ (hereinafter referred to as “Grantor”) in favor of **Waukesha County Land Conservancy, Inc.**, a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as “Grantee”).

Witnesseth:

Whereas, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot ____ in _____ (Development Name), and more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter referred to as the “Property”); and

Whereas, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the _____ (municipality), the people of Waukesha County and the people of the State of Wisconsin; and

Whereas, in particular, the Property described in Exhibit A has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

Whereas, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

Whereas, Grantor has caused land that includes the Property to be platted as a _____, and has designated Outlot ____ to be part of the Common Area of _____ (name of development).

Whereas, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

Whereas, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

Whereas, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

Now, therefore, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for _____ (name of development) prepared by _____ (name of developer), dated _____ (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5) below, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five

(5) below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited within the Easement Area:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof, there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof, there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to establish conservancy and trail markers and signage.

C. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing _____ (name of development) and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through _____ (name of development).

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90)

day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in _____ (name of development) and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against the Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chapter 788 of the Wisconsin Statutes. In any event the prevailing party shall be entitled to all costs, expenses and attorneys' fees.

5.3 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor or others shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or others shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in _____ (name of development), and that Grantee will incur expenses in carrying out its management and maintenance activities. Grantor agrees to make a charitable donation to the Grantee in the amount of \$5,000 to support the initial protection and enforcement of the conservation easement. The maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying **\$100.00** by the number of platted lots in _____ (name of development) not owned by Grantor as of January 1st of that year unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of **\$100.00** multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in _____ (name of development) and any additions thereto not owned by Grantor as of January 1st of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the

following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1st of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in _____ (name of development); or (ii) January 1, 202___. Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes (or any successor provision then applicable).

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

DRAFT

To Grantor: _____
Developer

To Grantee: Waukesha County Land Conservancy, Inc.
P.O. Box 2572
Brookfield, Wisconsin 53008

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement

or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling,

To Have and To Hold unto Grantee, its successors, and assigns forever.

In Witness Whereof, Grantor has set its hand on this ___ day of _____, 2025.

Need signature blocks.

The Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder. Landowners being a part of _____ (name of development) in the _____ (municipality), Waukesha County, Wisconsin, which is bounded and described as follows:

CONSENT OF MORTGAGEE

_____ as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

EXHIBIT A

Paul Farrow
County Executive

Dale R. Shaver
Director



Waukesha County

Department of Parks and Land Use

TO: Wisconsin Department of Administration – Plat Review

NOTICE OF: Conditional Certification of No Objection to Final Plat

DATE OF REVIEW: October 12, 2025

RE: Subdivision Plat known as: **Bark River Conservancy
File No. 2098**

LOCATION: NW ¼ and the SW ¼ of the NE ¼ and part of the SE ¼ and the SW ¼ of the NW ¼ of Section 26, Town 7 North, Range 17 East, Village of Summit

SUBMITTED BY: Wisconsin Department of Administration – Plat Review

SURVEYOR: **John D. Downing, PLS**
LandTech Engineering
955 Lexington Drive
Oconomowoc, WI 53066

DATE RECEIVED: September 22, 2025

DATE OF PLAT: September 17, 2025

SUBDIVIDER: Genesee Lake Road LLC
C/O John Stoker
N118W18531 Busen Dr.
Germantown, WI 53022

Planning and Zoning

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878
Phone: (262) 548-7790 Fax: (262) 896-8071 www.waukeshacounty.gov/planningandzoning

REMARKS: Conditional Certification of No Objection to this Final Plat is based on the following conditions being complied with prior to submittal of the Final Plat:

1. Please review the comments of the Environmental Health Division letter dated March 24, 2025 (enclosed).
2. All easements, such as proposed or existing drainage ways, access, and/or utilities easements shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat. The trail easement and conservation easement document numbers shall be added to the plat prior to recordation.
3. Please submit the wetland and PEC delineation report prepared by SEWRPC so that we can maintain the natural resource layers on the County's GIS site.
4. Please eliminate the first general note on Sheet 1, as the Outlot Statement on Sheet 6 is more complete and the notes are generally duplicative.
5. The project is proposed on a parcel with a documented archaeological site. The Office of the State Archaeologist, which maintains state records for archaeological sites, is copied on this correspondence and we urge the developer to communicate with the State Archaeologist to ensure that site grading and construction is not delayed by archaeological resource issues and that plat layout does not conflict with said resources. The State Archaeologist, Amy Rosebrough, can be contacted at 608-264-6496, statearchaeologist@wisconsinhistory.org.

If human bone is unearthed during any phase of the project, all work must cease, and local law enforcement should be contacted. If law enforcement decides it is not a criminal case, they must contact the Wisconsin Historical Society at 1-800-342-7834 to comply with Wis. Stat. § 157.70, which provides for the protection of all human burial sites.

6. Please add the following statement to Restriction #1 and #2 of the Wetland/Primary Environmental Corridor Restrictions: Grading or tree removal within the Primary Environmental Corridor to accommodate a recreational trail is permissible with approval from the Village of Summit and the Waukesha County Planning & Zoning Division. The restrictions title should also be expanded as follows: "Wetland/Floodplain/Primary Environmental Corridor Restrictions" because the platted area does include some area of floodplain along the Bark River.
7. Please replace Pamela F. Reeves with Jennifer Grant in the County Treasurer's Certificate.

In addition, we recommend the following:

8. There is an area of hydric inclusions soils (seasonal high groundwater estimated 3' or less from the ground surface) in the vicinity of Lots 5, 6, 16 and 17. We recommend that soil testing be completed to establish minimum basement floor elevations for lots with these conditions to achieve a one-foot separation from estimated high groundwater conditions.
9. Any DNR or Village required wetland setback should be shown on the plat.

SIGNED:

Jason Fruth

Jason Fruth, Planning and Zoning Manager

For information regarding this review, please
contact Evan Hoier at ehoier@waukeshacounty.gov

Enclosure: Environmental Health Division letter (3/24/25)

cc: Village of Summit Deputy Clerk, deputyclerk@summitvillage.org (e-mail)
Village of Summit Planner planner@summitvillage.org (e-mail)
Genesee Lake Road, LLC john.stoker@vci-wi.com (e-mail)
Mark Ellena, Engineer mellena@eeceng.com (email)
John Downing, PLS, john@landtechwi.com (email)
WE Energies, Plat Review, co-subdivisionsgroup@we-energies.com, Nicole.warwick@we-energies.com, robin.maurer@we-energies.com, travis.kluewer@we-energies.com (e-mail)
AT&T, Plat Review, jo2376@att.com (e-mail)
Amy Rosebrough, State Archaeologist, statearchaeologist@wisconsinhistory.org (e-mail)
Southeastern Wisconsin Regional Planning Commission (SEWRPC), joel.dietl@sewrpc.org (e-mail)
Department of Natural Resources, dale.rezabek@wisconsin.gov (e-mail)
File

Pool Equipment Provisions

Section 111-100 Accessory use and structures.

(e) Swimming pools. The village has the following regulations for outdoor swimming pools in addition to ordinary setback requirements:

- (1) Pumps and filter equipment shall lay no closer than 20-5 feet to a property line and have adequate mufflers and visual screening walls or fencing extending to the height of the equipment and mufflers.

Lighting Provisions – Separate Ordinance

(a) *Purpose, applicability and goals.*

- (1) The purpose of this section is to improve the health, safety and general welfare of all properties in the Village of Summit by restricting the night-time emission of light rays which are the source of light trespass and/or unnecessary glare; and/or are detrimental to the safety and/or security of persons, property or vehicular traffic; and/or are detrimental to the traditional aesthetic values of the village; and/or unnecessarily restrict persons from the peaceful enjoyment of their property.
- (2) The provisions of this section shall apply to all outdoor luminaries used, installed, replaced, altered, moved or repaired on all properties in the Village of Summit, unless exempt or modified herein.
- (3) The goal of this section is to have all outdoor luminaries located, sized and/or downward directed unless upward illumination is allowed by this chapter so that the light emitted from the luminaries does not constitute light trespass as defined herein. Downward directed shall mean that the luminaire is shielded in such a manner that light rays emitted by the luminaire, whether directly from the lamp or indirectly from the fixture, are restricted to regions below an angle 15 degrees beneath the horizontal plane running through the lowest point on the fixture where light is emitted. Light rays shall be shielded so as not to be visible from beyond the boundaries of the property.

(b) *Effect on other codes.* The provisions of this section are intended to supplement other applicable codes and requirements. Compliance with all applicable provisions of building, zoning, electrical and other codes must be observed. In the event of a conflict between the requirements of this Code and other requirements, the more stringent requirement shall apply.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Footcandle means a standard unit of illumination.

Light shield means any attachment which interrupts and blocks the path of light emitted from a luminaire or fixture.

Light trespass means light emitted by a luminaire that shines beyond the boundaries of the property on which the luminaire is located with an intensity greater than one half foot candle at a point four feet above the ground at the property's boundary line and/or at a point four feet above the surface of the water and 150 feet from that property's shoreline when measured on the water.

Luminaire means the complete lighting system, including lamp and the fixture.

(d) *Requirements.*

- (1) *Light trespass.* All outdoor luminaires shall be located, sized, shielded and/or directed in such a manner that they do not constitute light trespass as defined herein.
- (2) *Safety.* No outdoor luminaire may be operated in such manner as to constitute a hazard or danger to persons, or to safe vehicular or boating operation.
- (3) *Illuminating elevated objects.* In the case of state and national flags, statues, entrance way markers, or other top-of-pole mounted objects which cannot be illuminated with downward

directed lighting, upward directed lighting may be used only in the form of one or two narrow-cone spotlights which confines the illumination to the object of interest.

- (4) *Pole fixtures.* Outdoor light pole fixtures shall not exceed a maximum height of 15 feet, excluding a maximum 3-foot-tall base.
- (e) *Special exemptions.* The following are exempt from the requirements of this section, to the extent described as follows:
 - (1) *Temporary exemption.* Request for temporary exemption from the provisions of this section may be submitted to the zoning administrator in written form describing the reason for the request and the nature of the request. If approved and granted in writing by the zoning administrator, such exemption shall be in force for not more than 30 days. Request for a maximum of a 30-day renewal may be made in a similar manner. The zoning administrator may terminate any temporary exemption for any reasonable cause, including, but not limited to, concerns about safety or light trespass.
 - (2) *Low voltage.* All low-voltage landscape or accent lighting and holiday lighting are exempt from the requirements of this section, except for the requirements of subsections (d)(1) and (4) of this section. **Holiday or multi-color lighting is limited to a timeframe of XXXXX.**
 - (3) *Security.* Motion detector security lights, which are normally off and which are activated on for less than four minutes occasionally when motion is detected, are exempt from the requirements of this section.
 - (4) *Public Streets.* Outdoor luminaries used to provide illumination for public streets are exempt from the requirements of this section.