

JOINT ARCHITECTURAL BOARD/PLAN COMMISSION AGENDA
MONDAY, SEPTEMBER 19, 2016
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.

Roll Call

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission Minutes of August 15, 2016.
2. Architectural Board review and consideration of site and building plans for construction of a new house on Lot 163 in the Bristlecone Pines Subdivision, 900 N Blue Spruce Circle, Brian and Melanie Downing, owners.
3. Architectural Board review and consideration of site and building plans for construction of a new house on Lot 6 in the Four Winds West subdivision, SCI Real Estate, owner.
4. Discussion and consideration of request related to conditionally eliminating the requirement for review of single family residences in the Four Winds West subdivision in accordance with the Architectural Review Waiver Policy.
5. Architectural Board and Plan Commission review and consideration of site and building plans for construction of an addition to Midwest Composite Technologies, 1050 Walnut Ridge Drive, Ealon, LLC, owner, MSI General, Engineer/Architect.
6. Architectural Board and Plan Commission review and consideration of site and building plans and Plan of Operation for the Birch and Banyan Coffee shop at 150 E Capitol Drive, Jessie Senglaub, owner, Schroeder and Holt Architects, Engineer/Architect.
7. Adjourn

David E. Cox, Village Administrator

A complete packet of meeting materials is normally available by 5:00pm on the Friday before the meeting on the Village website: www.villageofhartland.com (Government/Agendas and Minutes).

Notice: 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 Darlene Igl, WCPC/CMC, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

MEMORANDUM

TO: Architectural Board and Plan Commission
FROM: David E. Cox, Village Administrator
DATE: September 16, 2016
SUBJECT: Agenda Information – September 19, 2016

The following information relates to the upcoming Architectural Board and Plan Commission meeting agenda and includes additional or summary information and staff recommendations as necessary. The numbering will follow the numbering of the agenda.

Item 3 Related to an addition to Midwest Composite.

Background: MSI, on behalf of the owners of Midwest Composite Technologies is proposing a 47,240 square foot addition to the existing 60,307 square foot facility located at 1050 Walnut Ridge Drive in the Bark River Commerce Center. The site is approximately seven acres. The expansion will provide for additional manufacturing space as well as warehousing and shipping/receiving area. In addition, the proposed plan calls for the placement of a new canopy structure at the main entrance to improve its identity as the primary entrance into the building. Staff has reviewed the project and forwarded the technical review letter found in your packet to the owner's engineer. Additionally, it was noted that no elevation drawing of the main entry with the new canopy was included. The representatives have been asked to provide that. The owner's representative has also been asked to bring information on the proposed colors of the addition, which are intended to match the existing façade.

Recommendation: Approve the proposed addition conditioned on addressing staff comments and staff approval of final landscape and equipment screening plans.

Item 6 Related to the Birch and Banyan coffee shop concept plans.

Background: This owner is returning to the Plan Commission to seek approval of a proposed coffee shop in a different location than was originally proposed. The new property, 150 E Capitol, involves less exterior façade and outside construction. The business owner is proposing to undertake significant interior renovations but exterior work is limited to removal of a window, door replacement, expansion of the front porch area by filling in a portion of the steps and adding a railing and creation of on-street and other outside dining areas. Staff has reviewed the proposal and is in general agreement with the use and improvements. Some items of note area as follows:

- Paved, accessible access will need to be installed between the marked handicapped parking space and the accessible route into the building.

- Owner must confirm that the existing access easement from the owner of the US Bank property allows for the installation of a parking space on that location (#8). If not, a new agreement should be reached.
- Floor of the new refuse area should be concrete or other paved surface and the enclosure shall be four-sided.
- Some concern that the refuse situation will be workable for the hauling contractor based on the narrow area with which they will have to work between the enclosure and the parking space.
- If the outdoor parking is allowed by the Village a minimum five-foot clear path on the sidewalk shall be maintained and the furniture removed when the business is not open or the seating is not offered (seasonally).

The Commission is asked to consider approval of the site and building plans as well as the Plan of Operation.

Recommendation: Approve the site and building plans and Plan of Operation conditioned on satisfactorily addressing the comments made.

DC:PC Agenda Info 9-19

cc: Ryan Amtmann, Village Engineer
Mike Einweck, Public Works Director
Scott Hussinger, Building and Zoning Official

**VILLAGE OF HARTLAND
JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES
MONDAY, AUGUST 15, 2016
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.**

Present: Ryan Amtmann, David deCourcy-Bower, Tim Hallquist, David Lamerand, Randy Swenson and Jack Wenstrom. Excused: James Schneeberger.

Others Present: Administrator Cox, Building Inspector/Zoning Administrator Hussinger and Deputy Clerk Meyer.

Roll Call

1. Motion (Hallquist/Amtmann) to approve the Jt. Architectural Board/Plan Commission Minutes of July 18, 2016, noting a correction on page 4, second paragraph to say "density is no small concern". Carried (3-0-3). Wenstrom, Swenson and deCourcy-Bower abstained because they were not present at the last meeting.
2. Architectural Board consideration of an application for a sign for LeFever Roofing at 675 Industrial Court, Ste. G

The proposed wall sign is indicated as being internally illuminated, which the Village Code does not allow in the B-4 zoning. It was zoned B-4 five years ago from M-1. Any motion for approval should include illumination other than internally and lights off at 10:00 PM.

Three options for the applicant could be:

The sign could be externally lit, turning off at 10:00 PM

Halo lighting would be acceptable (i.e. Holt Electric sign)

Keep the internally illuminated sign, but request a rezoning for the property

Motion (deCourcy-Bower/Swenson) to approve the proposed wall sign, pending the applicant working with staff on which of the three options listed for illumination they prefer, with all lighting turning off at 10:00 PM. Carried (6-0).

3. Architectural Board and Plan Commission review and consideration of an application for replacement of a cooling tower for Retlaw Industries at 520 S. Industrial Drive.

The owners of Retlaw Industries have proposed placement of a replacement cooling tower at a location adjacent to the southeast corner of their building. The proposed location for the 20-foot tall structure is visible from the road, but, was chosen to accommodate future expansion plans for the facility and to locate the cooling tower close to the inside location of the process for which it provides cooling. The owner plans to plant significant trees for screening. The platform is stainless steel, but the towers themselves can be painted to match the building. The overall height of the cooling tower would be at or below the building height. The owner was told to work with Scott Hussinger on the specifics of the landscaping of the cooling tower.

Motion (Hallquist/Wenstrom) to recommend to the Village Board approval of the application for replacement of a cooling tower for Retlaw Industries at 520 S. Industrial Drive, providing the applicant works with Scott Hussinger on the landscaping for screening of the tower. Carried (6-0).

Plan Commission consideration of an Extraterritorial Preliminary Plat for Kiefer Farms on Gail Lane east of Campus Drive.

The preliminary plat proposes the division of a 15-plus acre parcel in the Town of Merton east of Campus Drive and south of the Arrowhead Campus. The parcel is not proposed for annexation to Hartland as it would be served from Town roads and is not adjacent to the Village's utility systems. The proposal includes 8 lots on a cul de sac, with an average size of about 39,000 square feet per lot. Access to a 7-acre outlot that surrounds the individual lots is provided from the cul de sac.

Several of the Gail Lane residents were present. They had concerns about traffic and the fact that many people don't realize that the street is a dead end. Although signage has helped somewhat, there is a lot of turn around traffic.

Chairperson Lamerand stated that traffic is a Town of Merton concern, not Village of Hartland. The Village concern is requirements and restrictions that impact the Village. Because this development is in a Town next to the Village, we do have some influence. Staff has identified the following issues:

- There should be no vehicular access from Campus Drive and the existing farm access should be removed off of Campus Drive once the subdivision is developed.
- No provision is shown for storm water. The parcel is adjacent to significant slopes to the south and there is some concern as to how storm water would be handled.
- The southern portion of the parcel includes an existing stand of trees that connects to wooded lands to the south and southeast some of which is an Isolated Natural Resource area. The Village desires that minimal trees removed.

The developer of the project was present. He stated that he knows where the drainage will be, but the plans for that have not yet been done. The retention ponds will be along Campus Drive. The preliminary soil borings show that conventional septic systems will be able to be installed. He is expecting to have the plans returned from the County by the end of this month.

The developer indicated that he is interested in connecting to the existing Village path system.

It is up to Arrowhead High School whether they eventually want to connect Arrowhead Drive to Campus Drive. It may be part of their future referendum. If they get the funds, they would have to come to the Village and talk about where they would like to put the road. The Village would be involved if the road would cross Village property to get to Campus Drive. Public Hearings would be scheduled and the plan would need to be approved by both the Town of Merton and the Village of Hartland.

The question was raised regarding the north piece of property and if that would be used as a connection from Arrowhead Drive to Campus Drive. Dave Lamerand said that locating the road through the subdivision is not something that would be done.

It was asked if it makes sense to go the northerly route or does it make sense to extend Arrowhead Drive? It has been discussed to have a connection that goes straight into their parking lot or a connection with Arrowhead Drive that has a four way "T".

The question was raised if Arrowhead can implement eminent domain. The Village of Hartland is allowed, however it was not known if Arrowhead could execute that.

Motion (Hallquist/Swenson) to recommend to the Village Board approval of an Extraterritorial Preliminary Plat for Kiefer Farms on Gail Lane east of Campus Drive, with the conditions of the Village desiring minimal trees to be removed, the storm water plans must be approved by the Village of Hartland engineer, and no access to Campus Drive. Carried (6-0).

4. Discussion and consideration of request related to conditionally eliminating the requirement for review of single family residences in the Four Winds West subdivision in accordance with the Architectural Review Waiver Policy.

Jim Sileno was not present.

Motion (Swenson/Wenstrom) to *table* the request related to conditionally eliminating the requirement for review of single family residences in the Four Winds West subdivision in accordance with the Architectural Review Waiver Policy. Carried (6-0).

For information purposes only, Joe McCormick wanted to address the Board with a situation that has come up with the Riverwalk development. He showed the original plan for the mixed use building fronting E. Capitol Drive, as well as a revised plan.

Mr. McCormick thought he had an understanding of the International Building Code and what the requirements would be, but it seems right now that that is not the case. Part of the code says three or more units need an elevator, and another part of the code says more than three units need an elevator. An elevator is not needed if there is an accessible unit on the first floor. An elevator would be cost prohibitive.

Mr. McCormick's suggested solution is to put an accessible efficiency unit on the commercial level and use it as a leasing office. The new plan would be for four one-bedroom units on the second floor and an efficiency. It would result in the same number of bedrooms and roughly the same number of people. The one bedroom units are more marketable.

Mr. McCormick is looking for feedback from the Board on the four one-bedroom units plus an efficiency for a total of five units on the second floor, which is allowed because there will be an

efficiency downstairs that is accessible. The footprint and the exterior doesn't change except for a balcony in the back.

The Village code, however, maintains that even though there is the same number of bedrooms, the new configuration requires twice as many parking spaces -- from 6 to 12. Parking can be a sensitive issue on this site.

Mr. McCormick had thought about keeping the upstairs the same and adding the efficiency downstairs, but the one-bedrooms are more marketable.

A first floor efficiency will make the commercial space smaller by about 500 feet.

If the change were made, it would have to come back to the Board as an amendment to the PUD.

The Board was not in favor of losing commercial space on the first floor, but they were in favor of the upstairs changes in the plan.

Scott Hussinger told Mr. McCormick and the Board that he isn't sure that the IBC requires accessibility for every building in a multi-building project.

Mr. McCormick said that the architect was told by the State that this building would require an elevator with the current plan.

It was questioned if the State knew that this building was part of a multi-building project. Since it wasn't clear that the State did know, Joe McCormick and Scott Hussinger will call the State to make sure they know it is not a stand-alone building. Perhaps the building will be able to be approved by the State as originally planned.

5. Adjourn

Motion (Swenson/Wenstrom) to adjourn. Carried (6-0). Meeting adjourned at 7:40 PM.

Respectfully submitted by
Recording Secretary,
Lynn Meyer
Deputy Clerk

**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD**

Job Address 900 N Bluespruce Circle			
Lot 163	Block	Subdivision Bristle Cone Pines	Key No. HAV 0430163
Owner Brian & Melanie Downing		Phone 262-894-1484	
Address 553 Birchwood Drive		City Hartland	State WI Zip 53029
Contractor Woodbury Homes		Phone 262-906-9650	E-Mail Address dave@verradw.com
Address PO Box 270026		City Hartford	State WI Zip 53027

The Architectural Board meets on the **THIRD MONDAY** of the Month at 7:00 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for filing is **THREE WEEKS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

One & Two Family

- Three bound sets of construction plans, additionally 1 (one) set must be reduced to a maximum size of 11" x 17". One set of plans must be stamped "approved by the developer" if required.
- These plans may be reused to apply for the building permit. Building elevations are all that is necessary to obtain Architectural Board approval. Although it is recommended that complete construction plans along with other building permit application material be submitted in order to begin the permit process as soon as possible after the meeting.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.
- Three site plans. These site plans must be detailed and dimensioned and may also be reused to apply for the building permit. One set of site plans must be stamped "approved by the developer" (if applicable).
- Three plat of surveys are required for new dwellings at time building permit is applied for.

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: _____ Date of Meeting: _____ Item No. _____

BERTRAM JOINT REVOCABLE TRUST
804 N BLUESPRUCE CIR
HARTLAND WI 53029

BRISTLECONE PINES COMMUNITY INC
WINTER KLOMAN MOTER & REPP
155 W WISCONSIN AVE STE 208
OCONOMOWOC WI 53066

CHARLES BILEK
TRACY BILEK
8139 E WHISPER ROCK TER
SCOTTSDALE AZ 85266-1598

CORAGGIO JOINT REVOCABLE TRUST
1812 E BRISTLECONE DR
HARTLAND WI 53029-8657

CURTIS E SELBY
JULIE P SELBY
800 N BLUESPRUCE CIR
HARTLAND WI 53029-8679

EVANGELOS NICOLETOPOULOS
P NICOLETOPOULOS
20235 SCARLET HAWTHORNE RD
BROOKFIELD WI 53045

GENE E PLOEGER
REBECCA D PLOEGER
801 N BLUESPRUCE CIR
HARTLAND WI 53029

GOOD 2008 JOINT TRUST
N55W28311 CTH K
HARTLAND WI 53029

JOHN B COUEY SR
JENNIFER B COUEY
903 N BLUESPRUCE CIR
HARTLAND WI 53029-8680

KRISTIE R MALONE 2010 REVOCABLE
TRUST
803 N BLUESPRUCE CIR
HARTLAND WI 53029

MARK DIEBALL
W284N5440 JUNGBLUTH RD
HARTLAND WI 53029

MICHAEL KNAPEK
LAURA KNAPEK
1000 N BLUESPRUCE CIR
HARTLAND WI 53029

MICHAEL STEFAN
LEANNE STEFAN
901 N BLUESPRUCE CIR
HARTLAND WI 53029

PATRICK LEAHY
MARTHA LEAHY
1806 E BRISTLECONE DR
HARTLAND WI 53029

RAJEEV GOGINENI
PRATIMA GOGINENI
1808 E BRISTLECONE DR
HARTLAND WI 53029

SAUMIL SHAH
SPARNA SHAH
1001 N BLUESPRUCE CIR
HARTLAND WI 53029-8681

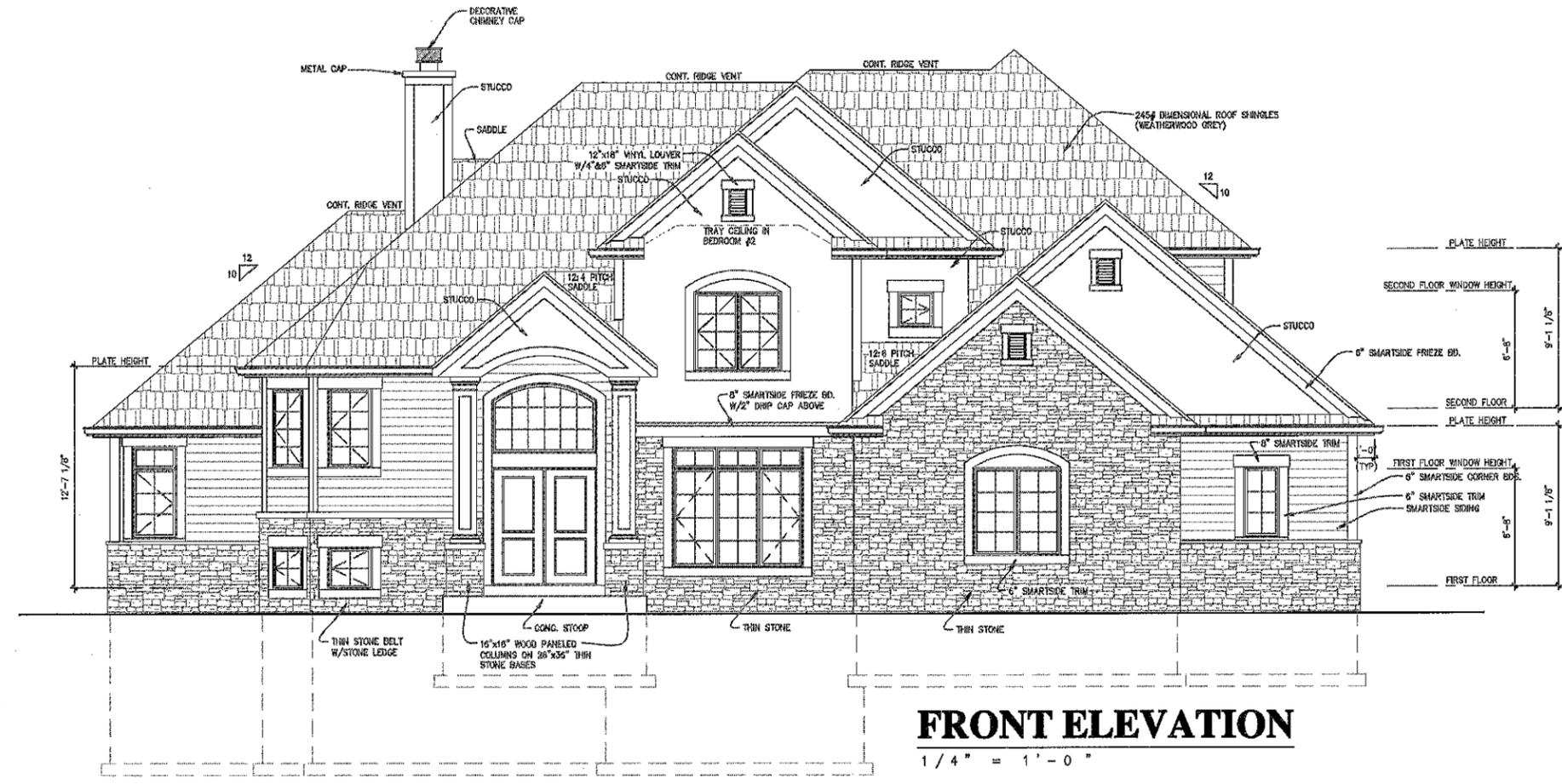
STEVEN ANDRYK
JOLENE ANDRYK
1810 E BRISTLECONE DR
HARTLAND WI 53029

SUMIT VERMA
TANIA SINHA
802 N BLUESPRUCE CIR
HARTLAND WI 53029-8679

WILLIAM SLATER
KELLY SLATER
1804 E BRISTLECONE DR
HARTLAND WI 53029

BRIAN & MELANIE DOWNING
553 BIRCHWOOD DRIVE
HARTLAND WI 53029

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FRONT ELEVATION

1/4" = 1'-0"

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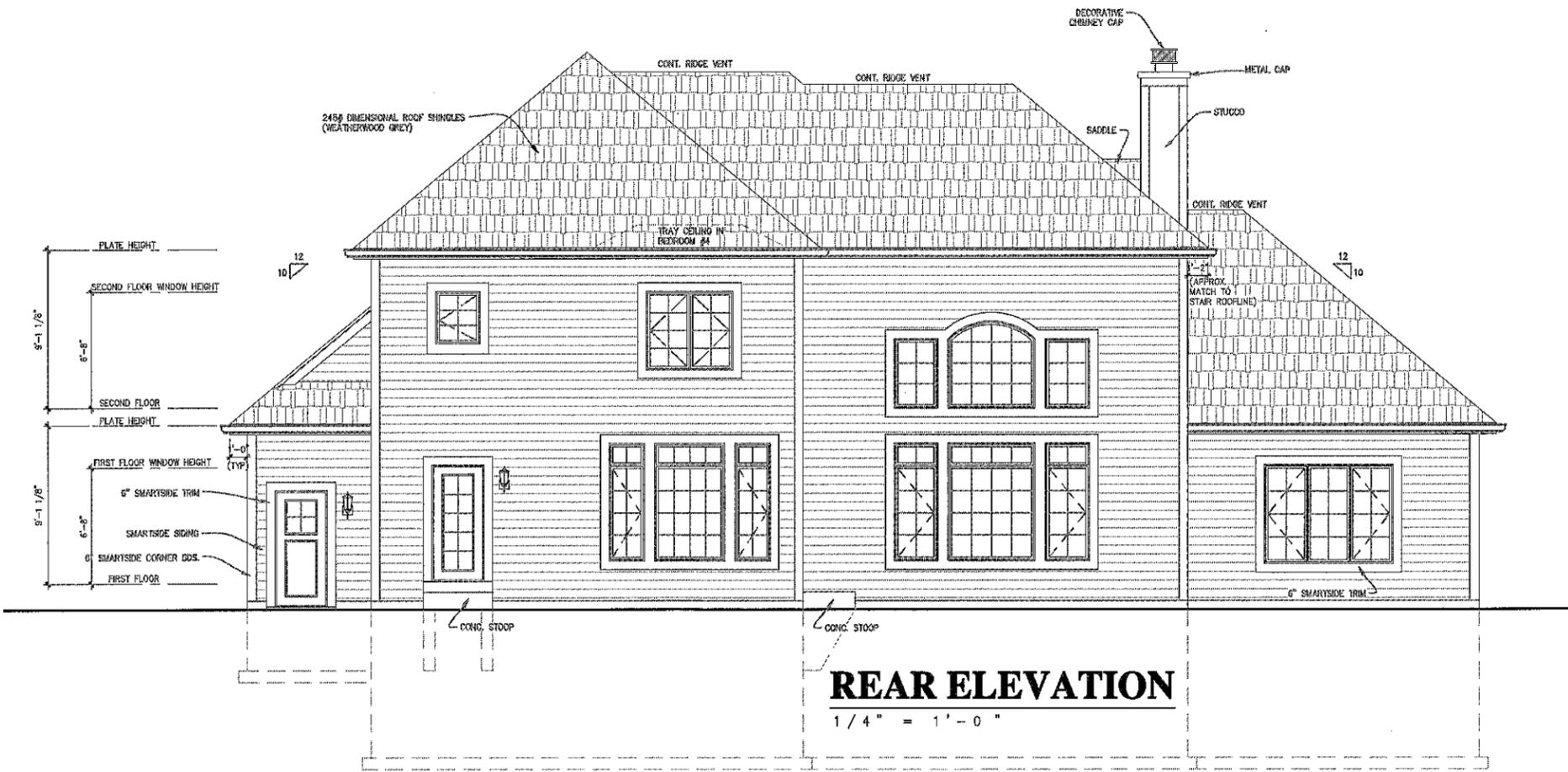
Box 279626
 Fort Lauderdale, FL 33307
 Phone: 262.966.9652 Fax: 262.966.9653

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08-16-16
09-08-16
09-09-16

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 homescapesign@earthlink.net



REAR ELEVATION

1/4" = 1'-0"

SHEET INDEX

SHEET A-1	FRONT & REAR ELEVATIONS & SHEET INDEX
SHEET A-2	FIRST FLOOR PLAN
SHEET A-3	SECOND FLOOR PLAN
SHEET A-4	FOUNDATION PLAN
SHEET A-5	LEFT & RIGHT ELEVATIONS & WALL SECTION
SHEET A-6	DETAILS
SHEET E-1	FIRST FLOOR ELECTRICAL PLAN
SHEET E-2	SECOND FLOOR ELECTRICAL PLAN

DOWNING RESIDENCE

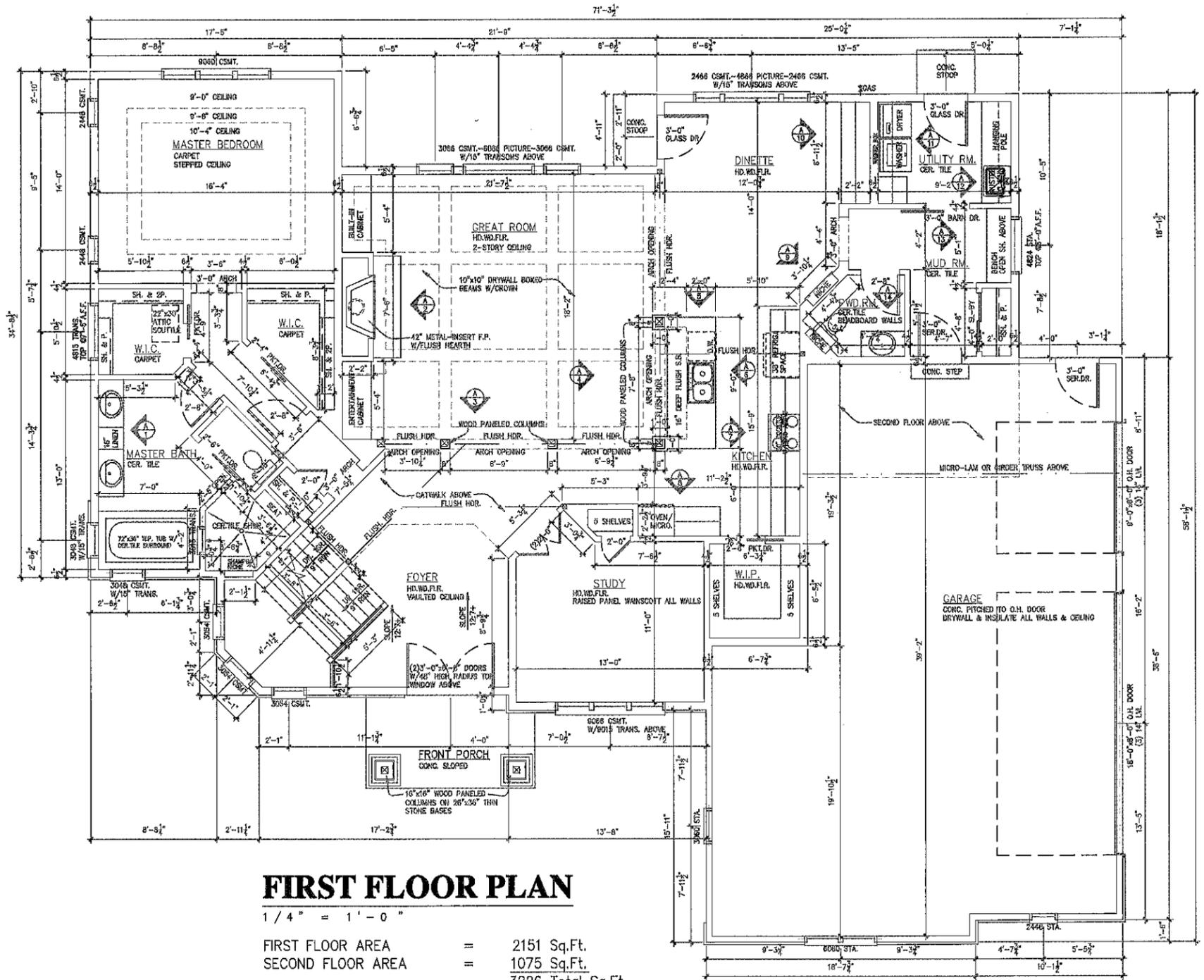
900 N. BLUESPRUCE
 FORT LAUDERDALE, FL
 SHEET TITLE:

FRONT & REAR ELEVATIONS & SHEET INDEX

A-1

DATE: JULY 20, 2016

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FIRST FLOOR PLAN

1/4" = 1'-0"

FIRST FLOOR AREA	=	2151 Sq.Ft.
SECOND FLOOR AREA	=	1075 Sq.Ft.
		3226 Total Sq.Ft.
GARAGE AREA	=	988 Sq.Ft.

Woodbury Homes, LLC

Box 270626
P.O. BOX 270626
SEASIDE, NC 28582
PHONE: 252.966.9653 FAX: 252.966.9653

REVISIONS:

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homescapessouthatlanta.net

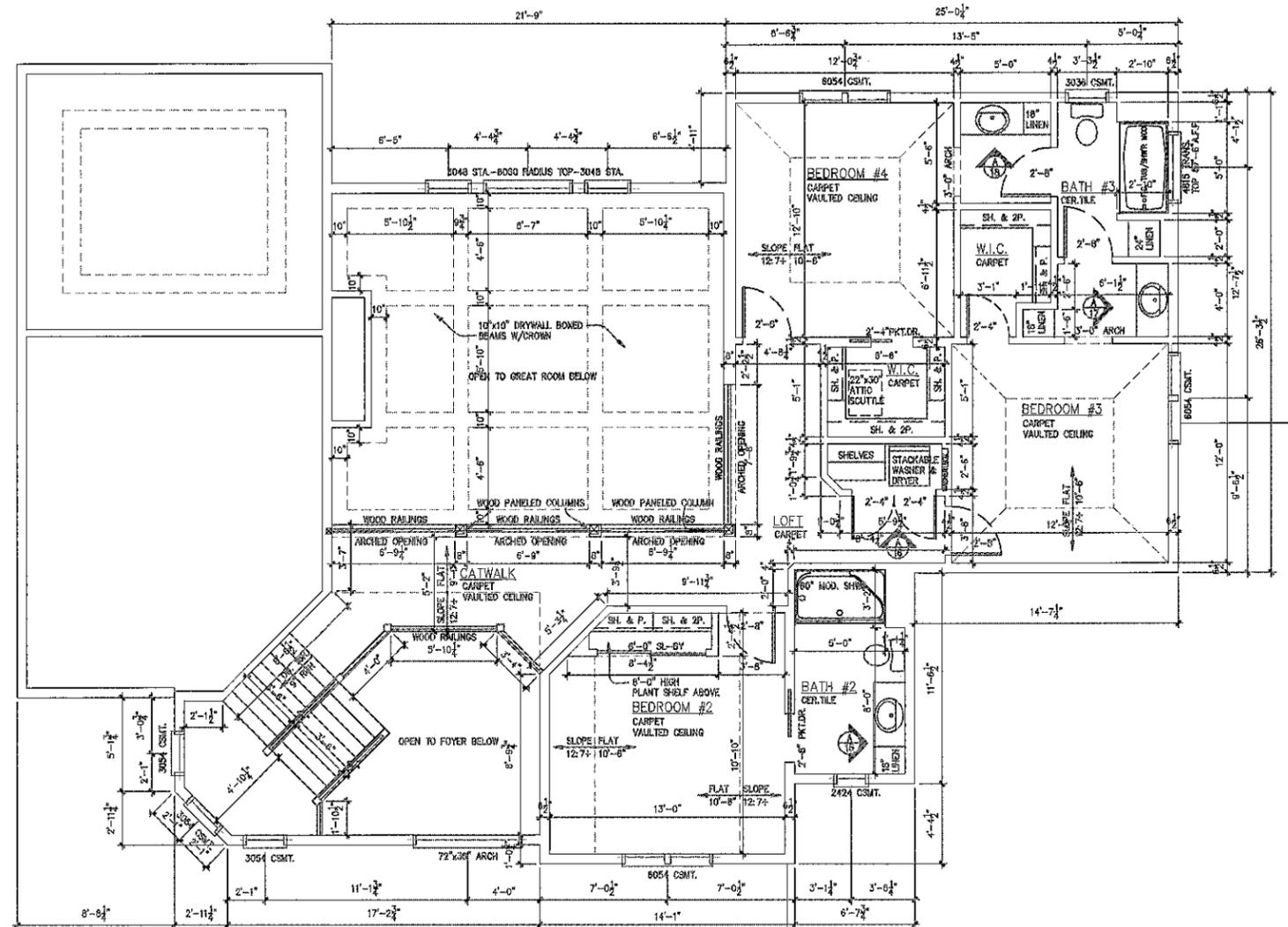
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900 N. BLUESPRUCE
HARTLAND, WZ
SHEET TITLE:
FIRST FLOOR PLAN

A-2

DATE: JULY 20, 2016

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SECOND FLOOR PLAN

1/4" = 1'-0"

FIRST FLOOR AREA	=	2151 Sq.Ft.
SECOND FLOOR AREA	=	1075 Sq.Ft.
		3226 Total Sq.Ft.
GARAGE AREA	=	988 Sq.Ft.

** NOTE: 9'-0" SECOND FLOOR CEILINGS UNLESS OTHERWISE NOTED

DOWNING RESIDENCE

500 N. BLUESPRUCE
BARTLAND, WA
SHEET TITLE

SECOND FLOOR PLAN

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RESIDENTIAL DESIGN

434.507.3142
homescapesign@comcast.net

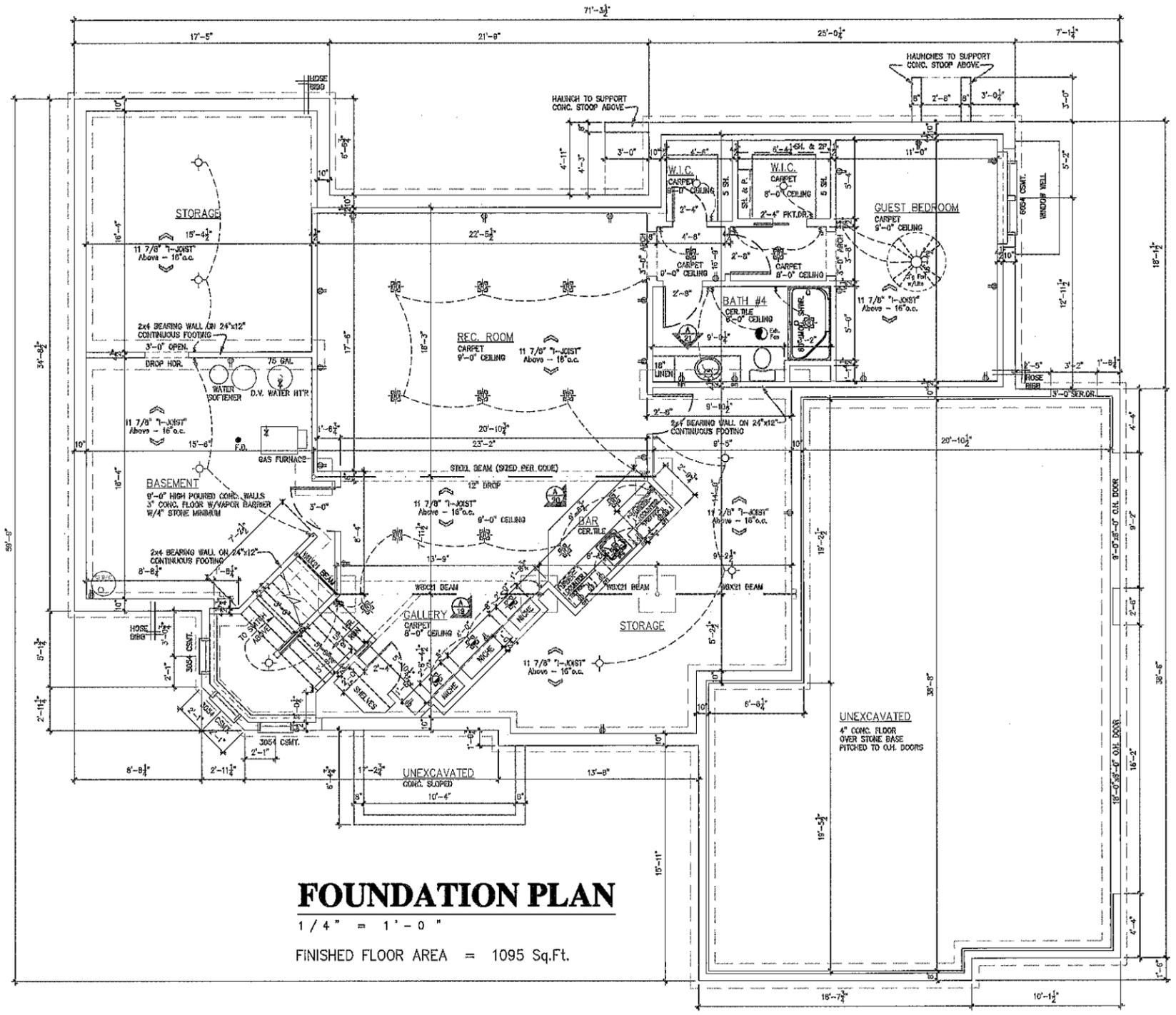
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Woodbury Homes, LLC
P.O. Box 270626
Portland, OR 97227
Phone: 503.966.9652 Fax: 503.966.9653

A-3

DATE: JULY 20, 2016

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FOUNDATION PLAN

1/4" = 1'-0"
 FINISHED FLOOR AREA = 1095 Sq.Ft.

Woodbury Homes, LLC

P.O. Box 270626
 Portland, ME 04107
 PHONES: 266.966.9632 FAX: 266.966.9633

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434.307.3342
 homescapescad@comcast.net

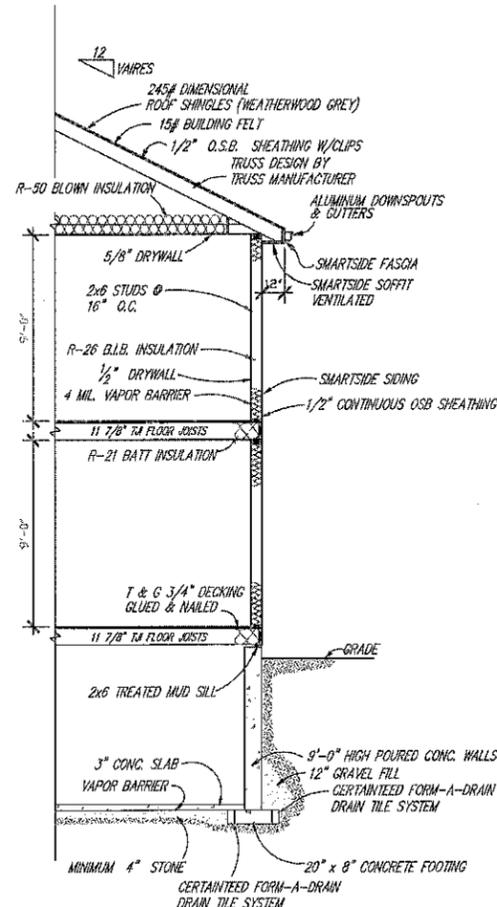
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900 N. BLUESPRUCE
 PORTLAND, ME
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FOUNDATION PLAN

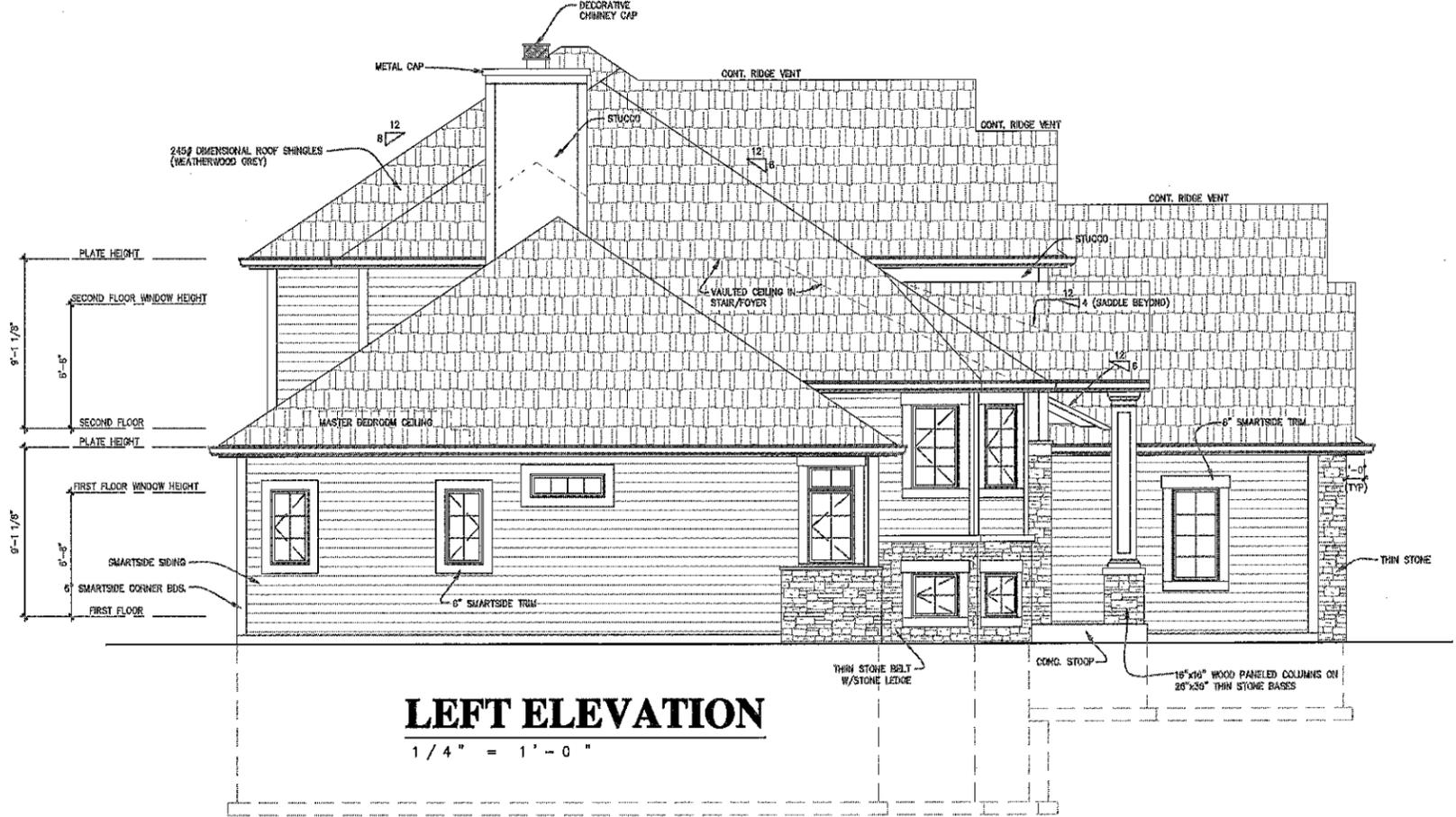
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DATE: JULY 20, 2016

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WALL SECTION
1/4" = 1'-0"



LEFT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/4" = 1'-0"

Woodbury Homes, LLC

P.O. Box 270626
Hartland, WI 53027
Phone: 262.966.9652 Fax: 262.966.9653

REVISIONS:

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414.507.3149
homescapescad@icg.com

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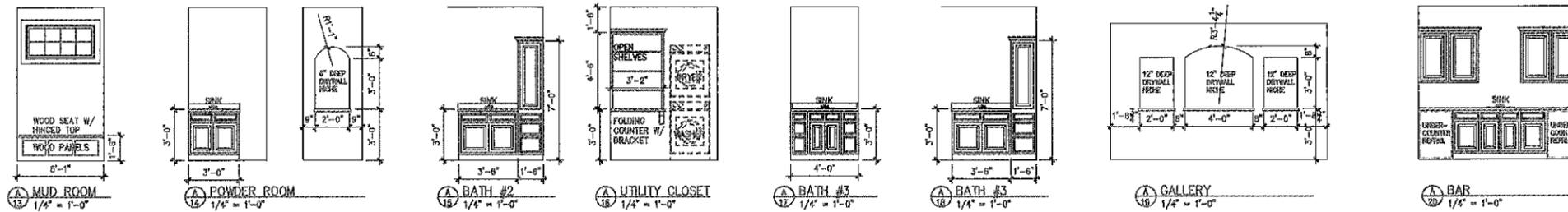
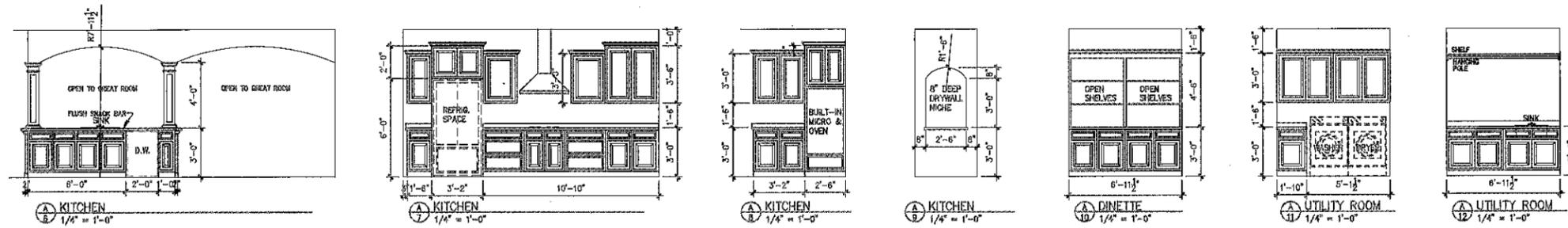
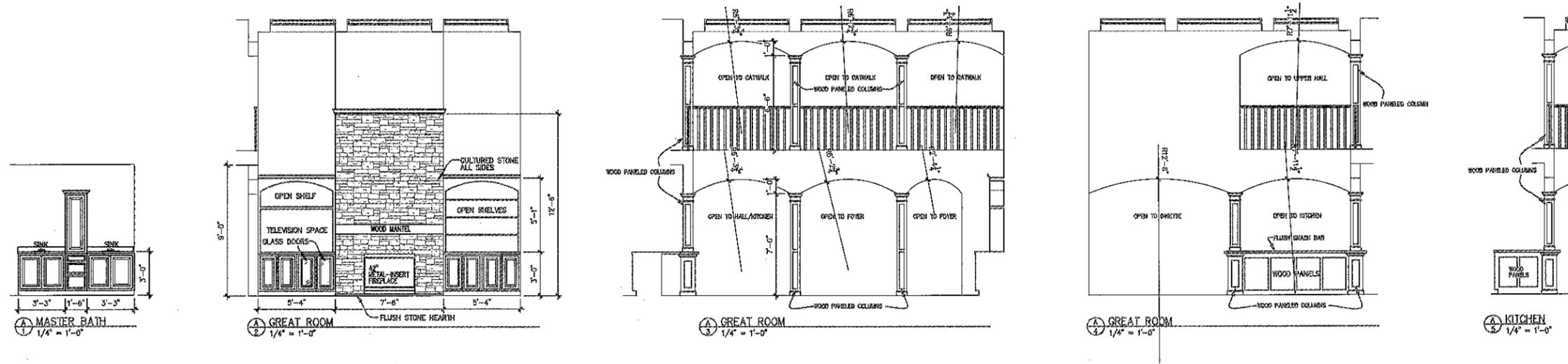
900 N. BLUESPRUCE
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SHEET TITLE:

LEFT & RIGHT ELEVATIONS & WALL SECTION

A-5

DATE: JULY 20, 2016

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Woodbury Homes, LLC

P.O. Box 270626
 Bartland, AL 36007
 Phone: 202.966.9652 Fax: 202.966.9653

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414.507.3142
 homescapescad@comcast.net

DOWNING RESIDENCE

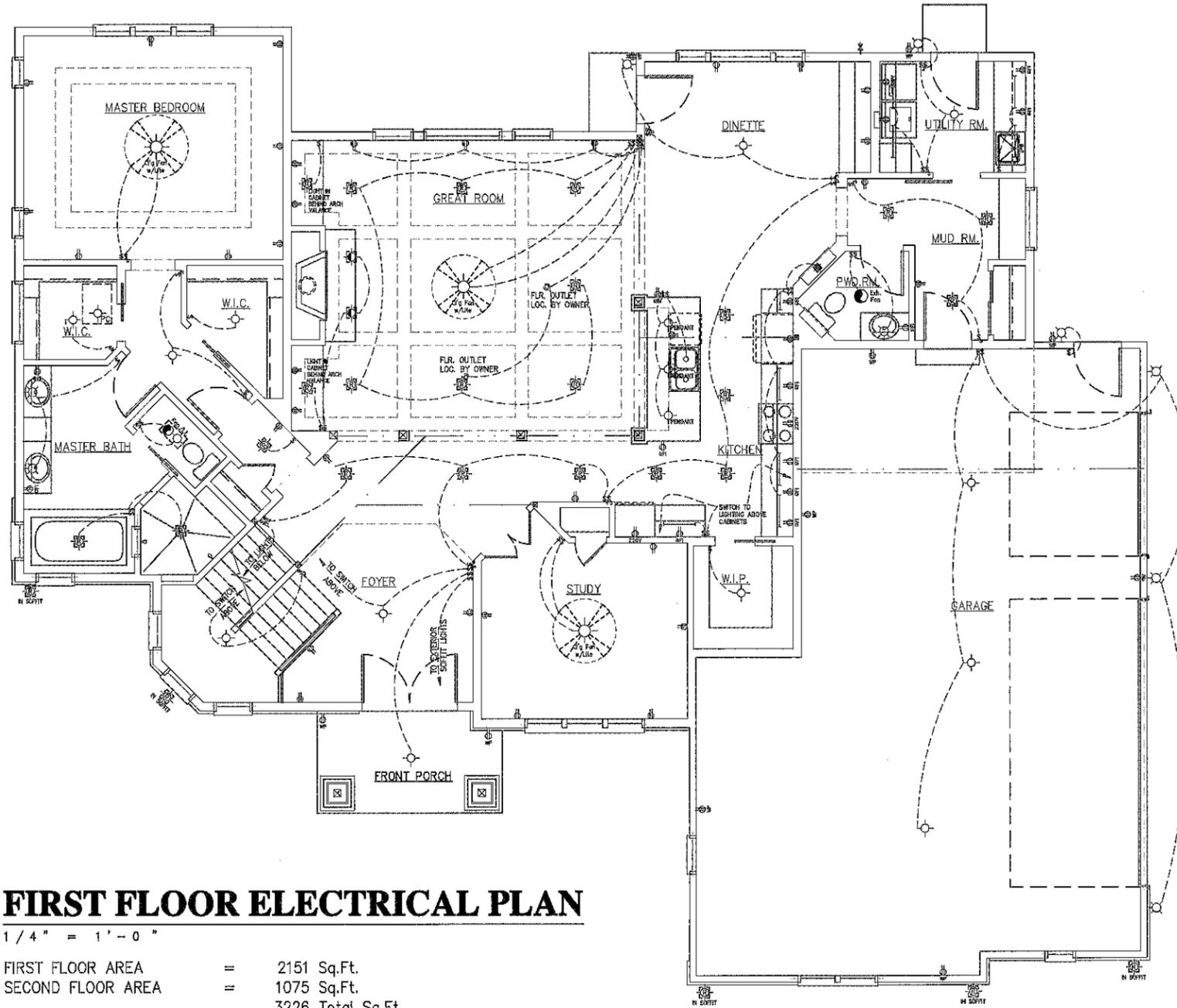
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DETAILS

A-6

DATE: JULY 20, 2016

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FIRST FLOOR ELECTRICAL PLAN

1/4" = 1'-0"

FIRST FLOOR AREA	=	2151 Sq.Ft.
SECOND FLOOR AREA	=	1075 Sq.Ft.
		3226 Total Sq.Ft.
GARAGE AREA	=	988 Sq.Ft.

Woodbury Homes, LLC

P.O. Box 270626
 Hartford, WI 53027
 Phone: 262.966.9652 Fax: 262.966.9653

REVISIONS:

- 08-02-16 _____
- 08-12-16 _____
- 08-15-16 _____
- 08-16-16 _____
- 09-08-16 _____
- 09-09-16 _____

HOMESCAPES
 RESIDENTIAL DESIGN

414.507.3142
 homescapedesign.com

DOWNING RESIDENCE

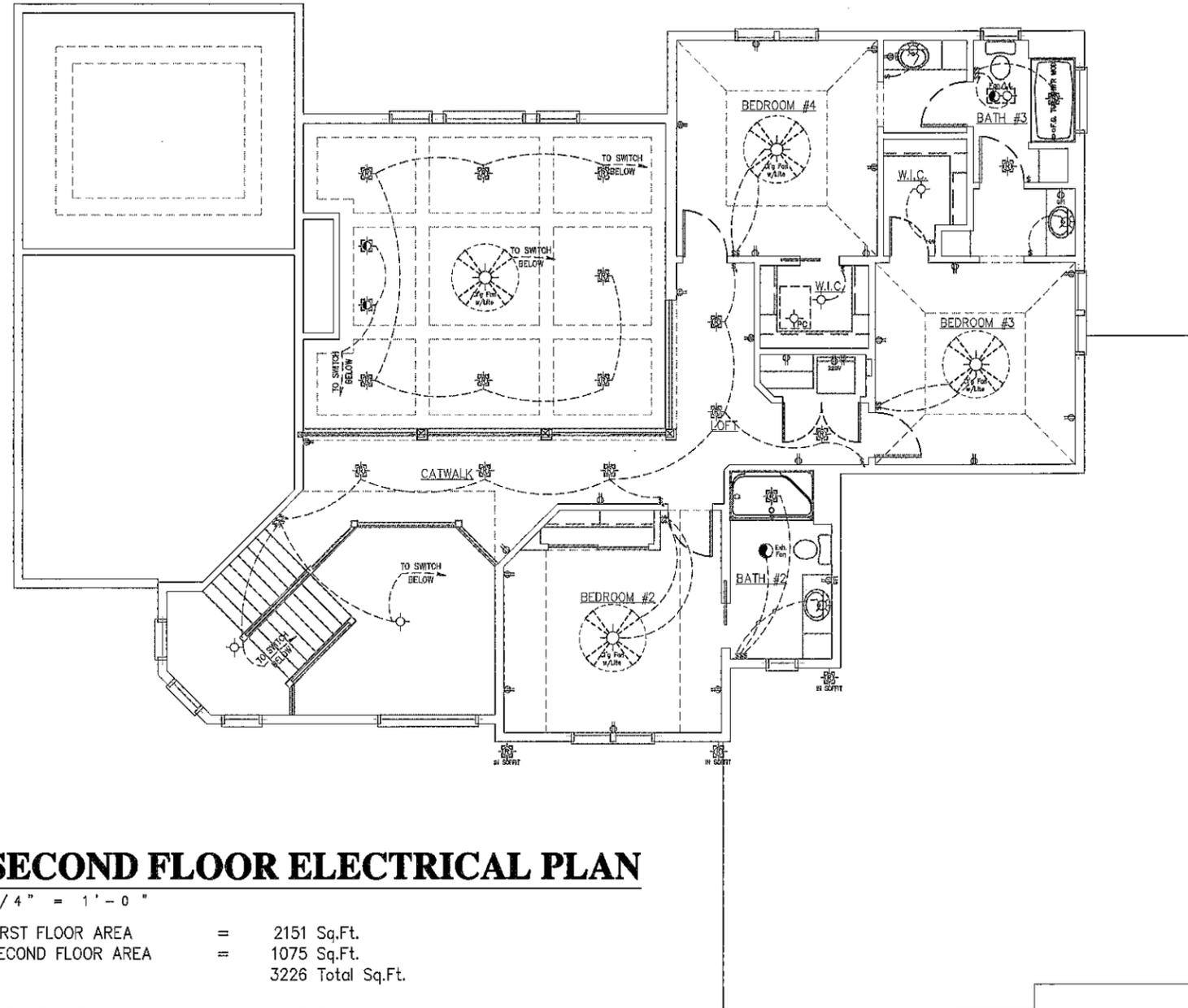
500 N. BLUESPRUCE
 HARTLAND, WI
 SHEET TITLE:

FIRST FLOOR ELECTRICAL PLAN

E-1

DATE: JULY 20, 2016

COPYRIGHT 2016 WOODBURY HOMES, LLC. THESE PLANS ARE PROTECTED UNDER THE FEDERAL COPYRIGHT ACT, TITLE 17 OF THE U.S. CODE AND CHAPTER 37 OF THE CODE OF FEDERAL REGULATIONS. WOODBURY HOMES, LLC RETAINS ALL RIGHTS TITLE AND OWNERSHIP OF THESE PLANS. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR ANY PREPARATION OF ANY DERIVATIVE WORKS THEREOF, FOR ANY REASONS WITHOUT PRIOR PERMISSION, IS STRICTLY PROHIBITED.



SECOND FLOOR ELECTRICAL PLAN

1/4" = 1'-0"

FIRST FLOOR AREA	=	2151 Sq.Ft.
SECOND FLOOR AREA	=	1075 Sq.Ft.
		3226 Total Sq.Ft.
GARAGE AREA	=	988 Sq.Ft.

** NOTE: 9'-0" SECOND FLOOR CEILINGS UNLESS OTHERWISE NOTED

Woodbury Homes, LLC

P.O. Box 279626
 Charleston, W.Va. 25327
 Phone: 262.966.9652 Fax: 262.966.9653

REVISIONS:
 08-02-16
 08-12-16
 08-15-16
 08-16-16
 09-08-16
 09-09-16

HOMESCAPES
 RESIDENTIAL DESIGN

414.507.3142
 homescapesign@comcast.net

DOWNING RESIDENCE

910 N. BLUESPRUCE
 HARTLAND, W.V.

SHEET TITLE:

SECOND FLOOR ELECTRICAL PLAN

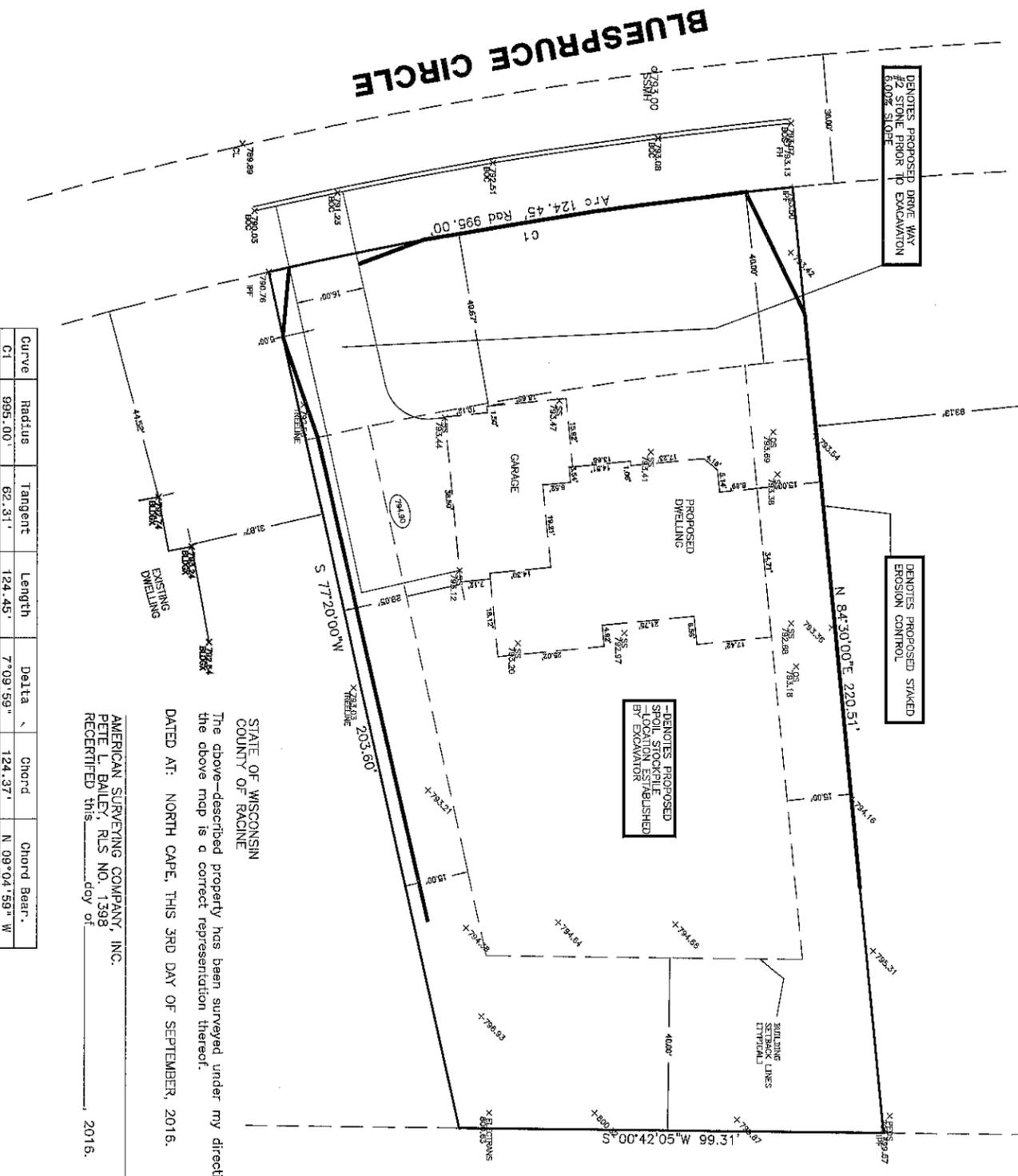
E-2

DATE: JULY 20, 2016

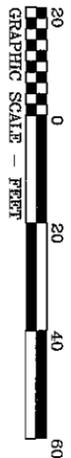
LEGAL DESCRIPTION:
 -LOT 163 OF "BRISTLECONE PINES" BEING A PART OF PARCEL A OF CERTIFIED SURVEY MAP NO. 2245, LOT 2 OF CERTIFIED SURVEY MAP NO. 6992 AND A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 4182, ALSO BEING A PART OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, COUNTY OF WAUKESHA, STATE OF WISCONSIN.
 LOT AREA: 23,684 SF

Proposed building is staked on actual corner with 10 foot offsets on the longest house line. The contractor will be responsible to field verify all stakes for location and dimension prior to construction. If any discrepancies should arise, notify this office at once.

- SUGGESTED YARD GRADE: 795.00
- SUGGESTED GARAGE SLAB: 795.35
- SUGGESTED 1ST FLOOR: 796.57
- SUGGESTED TOP OF FOOTING: 796.67
- SUGGESTED BASEMENT FLOOR: 796.92
- BASED ON 9 FOOT POURED WALL



Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	995.00'	62.31'	124.45'	7°09'59"	124.37'	N 08°04'59" W



STATE OF WISCONSIN
 COUNTY OF RACINE
 The above-described property has been surveyed under my direction and the above map is a correct representation thereof.
 DATED AT: NORTH CAPE, THIS 3RD DAY OF SEPTEMBER, 2016.
 AMERICAN SURVEYING COMPANY, INC.
 PETE L. BAILEY, RLS NO. 1398
 RECERTIFIED this _____ day of _____, 2016.

Sheet 1 of 1	VILLAGE OF HARTLAND	DRAWN BY: PLB CHECKED BY: PLB PLOT SCALE: 1 = 20 DATE: 09/03/2016 JOB NO.: 2016120 DWG. FILE: JN2016176	REVISIONS: DATE 09/12/16: RESTAKED REVISED DWELLING	 AMERICAN SURVEYING COMPANY, INC. 12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126 TEL. (262) 835-4774 FAX: (262) 835-2379 beaufordbailey@hotmail.com
	PROJECT: PLAT OF SURVEY/STAKEOUT SURVEY PREPARED FOR: WOODBURY HOME, LLC	CLIENT NO. 04349		

RECEIVED

AUG 29 2016

Village of Hartland

DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD

Job Address				
Lot 6	Block	Subdivision 4 WINDS WEST	Key No. HAV	
Owner SCI Real Estate			Phone 414-466-0111	
Address 5429 N. 118 th		City MILWAUKEE	State WI	Zip 53225
Contractor		Phone	FAX	E-Mail Address john@scirealestate.com
Address		City	State	Zip

The Architectural Board meets on the THIRD MONDAY of the Month at 7:00 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The DEADLINE for filing is THREE WEEKS PRIOR TO THE MEETING DATE at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

One & Two Family

- Three bound sets of construction plans, additionally 1 (one) set must be reduced to a maximum size of 11" x 17". One set of plans must be stamped "approved by the developer" if required.
- These plans may be reused to apply for the building permit. Building elevations are all that is necessary to obtain Architectural Board approval. Although it is recommended that complete construction plans along with other building permit application material be submitted in order to begin the permit process as soon as possible after the meeting.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.
- Three site plans. These site plans must be detailed and dimensioned and may also be reused to apply for the building permit. One set of site plans must be stamped "approved by the developer" (if applicable).
- Three plat of surveys are required for new dwellings at time building permit is applied for.

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

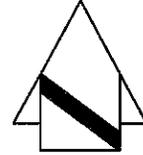
Date Applied: _____ Date of Meeting: _____ Item No. _____

LOT GRADING PLAN

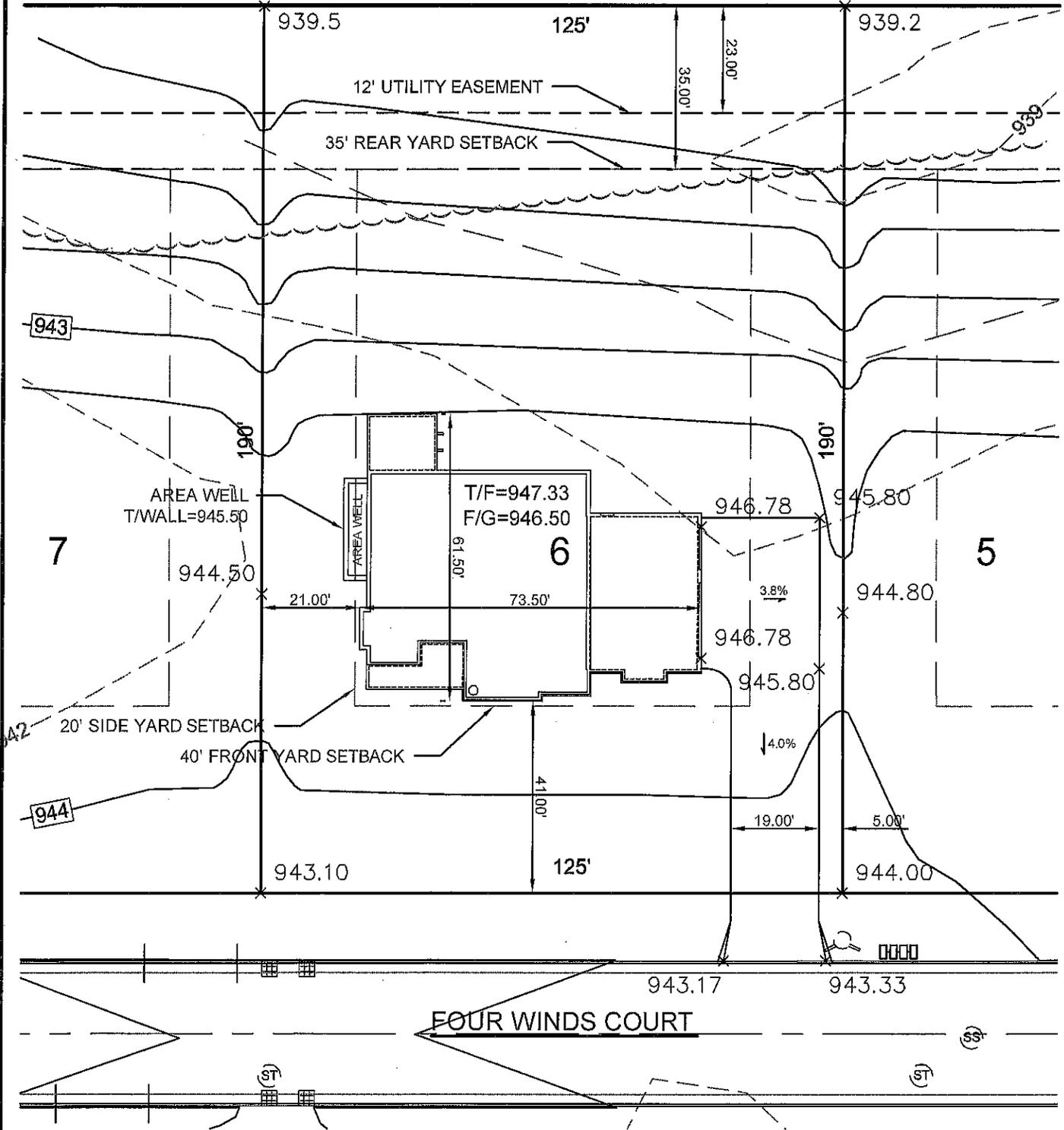
JAHNKE & JAHNKE ASSOCIATES INC.

PLANNERS & PROFESSIONAL ENGINEERS
711 W. MORELAND BLVD.-WAUKESHA, WI. 53188
TEL.No.(262) 542-5797 FAX (262) 542-7698

SCALE 1" = 30'



Lot 6 of FOUR WINDS WEST, being a subdivision of part of Government Lot 4,
the NE 1/4, and SE 1/4, of the SE 1/4 Section 27, Township 8 North, Range 18
East, Village of Hartland, Waukesha County, Wisconsin



RECEIVED

AUG 29 2016

Village of Hartland

DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD

Job Address					
Lot	6	Block	Subdivision	4 WINDS WEST	Key No. HAV
Owner	SCI Real Estate			Phone	414-466-0111
Address	5429 N. 118 th	City	MILWAUKEE	State	WI Zip 53225
Contractor	Phone	FAX	E-Mail Address john@scirealestate.com		
Address	City	State	Zip		

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Date Applied: _____ Date of Meeting: _____ Item No. _____



5429 North 118th Court, Milwaukee, WI 53225-3087

August 22, 2016

SCI Real Estate, Inc.
5429 N. 118th Court
Milwaukee, WI.53225

Re: Lot 6 Four Winds West Subdivision, Hartland WI

Dear Builder:

Your house plan for Lot 6 in Four Winds West Subdivision, Hartland, WI is conditionally approved as a 2,361 sq. ft. one-story dwelling with the following material and color selections. Architectural dimensional shingles GAF Timberline HD color 'Weathered Wood'; Hardi-plank concrete Siding painted color 'SW7513 Sanderling'; Cedar trim color 'SW9110 Malabar'; Stone by Chilton All Brown from Halquist Stone Co.; Garage door color 'HAAS 664 Almond'; Gutters and Downspouts color 'to match trim'.

The proposed setbacks as shown on submitted site plan are approved. In accordance with the Master Grading Plan on file with the Village of Hartland the proposed yard grade is 945.5', but we are hereby approving a final yard grade at 946.5'. The design review committee makes no representation as to approving grading plans, driveway pitches, insuring side-yard grade compatibility, or the required use of retaining walls. The final lot grading is the responsibility of the buyer, and must conform to the Master Grading Plan, a copy of which is attached.

Enclosed is a soil compaction testing report completed for this lot, by PSI, Inc. Soil Engineering firm. It is recommended that this report, be reviewed by your excavating contractor prior to excavation.

Builder to conform to the Village of Hartland's requirements for curb and gutter and sidewalk removal and replacement rules. A copy of which is attached.

Submit a stakeout survey for our file once you have completed it.

Sincerely,

Four Winds West Subdivision
"Architectural Control Committee"

cc: Scott Hussinger



APPROVED BY
FOUR WINDS WEST
ARCHITECTURAL
CONTROL COMMITTEE

LOT GRADING PLAN

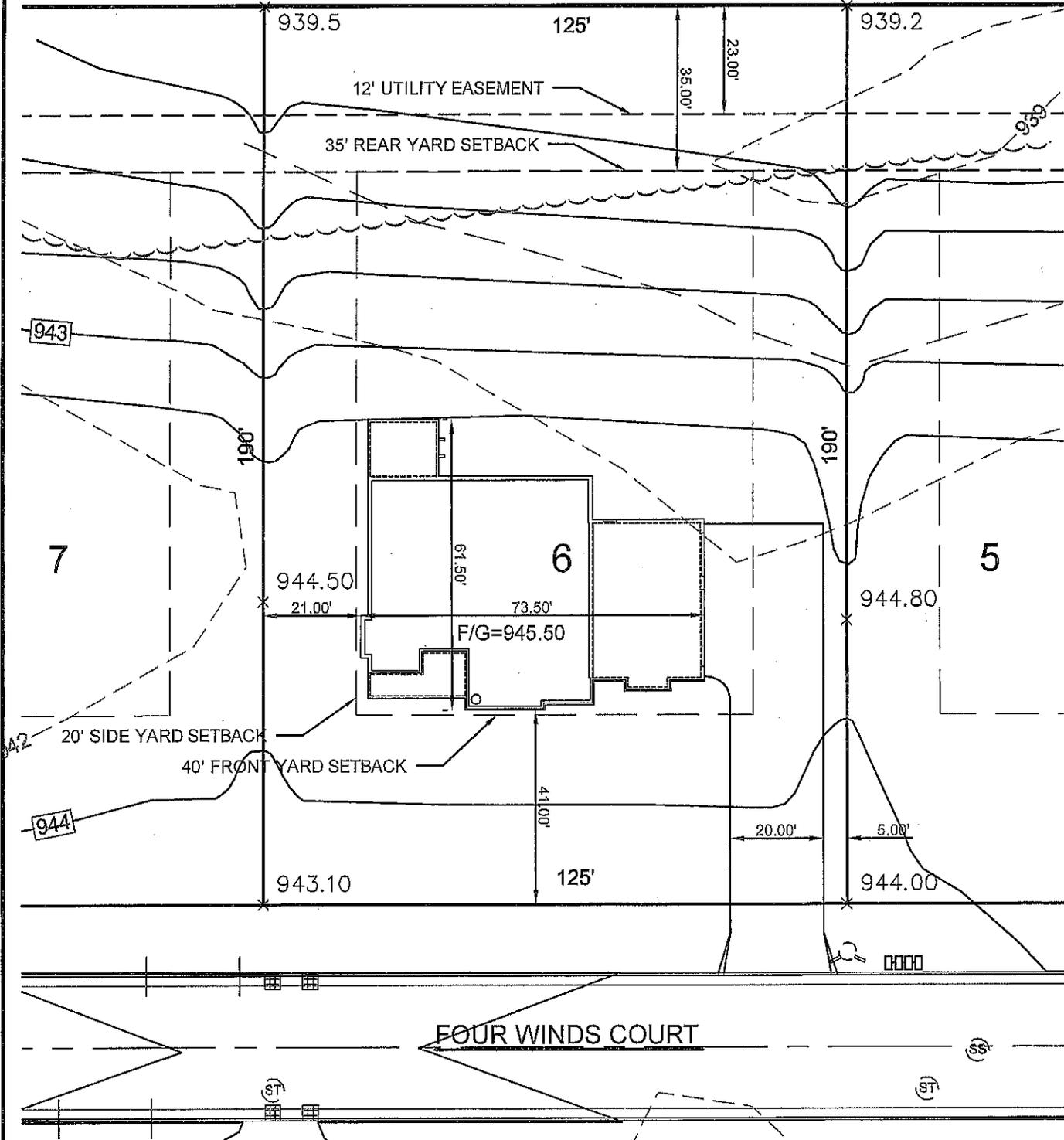
SCALE 1" = 30'

JAHNKE & JAHNKE ASSOCIATES INC.

PLANNERS & PROFESSIONAL ENGINEERS
711 W. MORELAND BLVD.-WAUKESHA, WI. 53188
TEL.No.(262) 542-5797 FAX (262) 542-7698



Lot 6 of FOUR WINDS WEST, being a subdivision of part of Government Lot 4,
the NE 1/4, and SE 1/4, of the SE 1/4 Section 27, Township 8 North, Range 18
East, Village of Hartland, Waukesha County, Wisconsin



Four Winds West Lot 6 – Selection Sheet

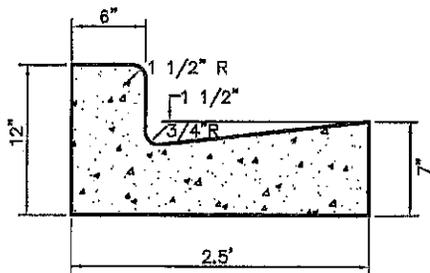
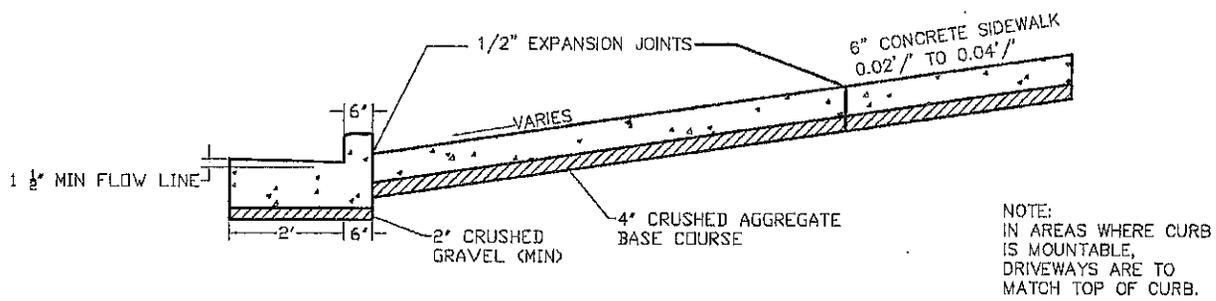
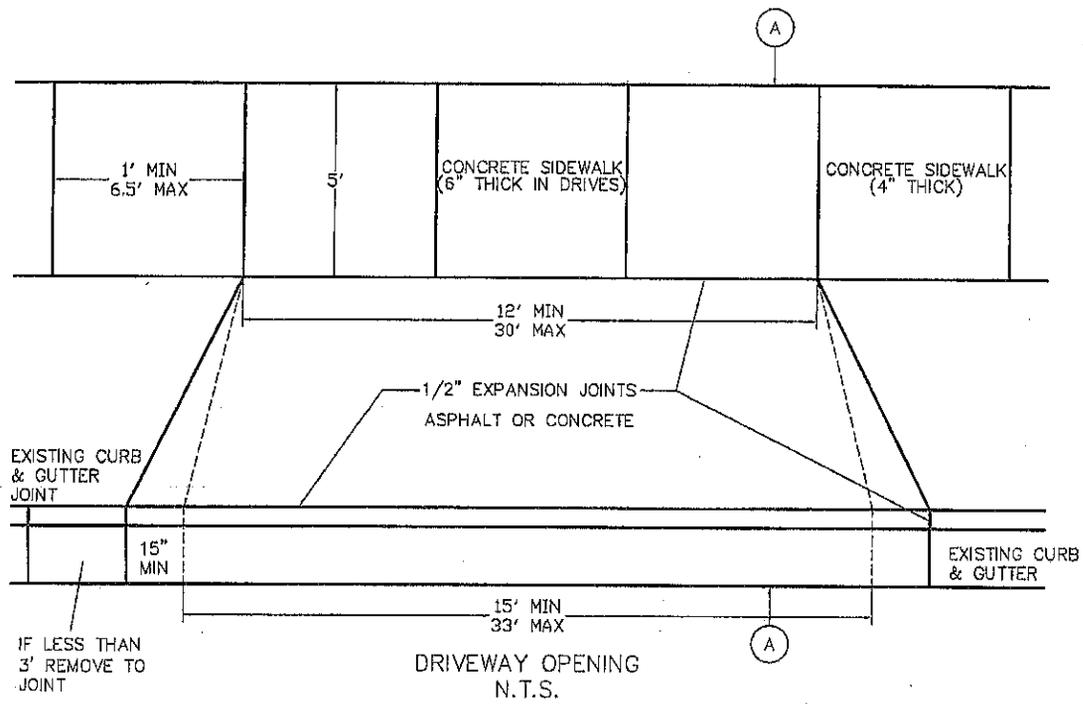
Exterior:

Shingles	- GAF Timberline HD – Weathered Wood
Stone Veneer	- Chilton All Brown – from Halquist Stone
Gutters	- Norandex Tan #054
(EIFS	- Biscuit #3100 Classic Finish, Window wraps Angora #3062) – if Applicable
Paint	- Corner Boards, Fascia, Wraps – to match Gutters – (SW9110 Malabar) - Siding - SW 7513 Sanderling
Overhead Doors	- HAAS- 664 – Almond
Screen Porch	- Styleline - Almond
Windows:	- Anderson 400 Series Low E – Canvas Exterior
Entry Doors	- Fiberglass
Front Entry Door	- Pella – Glazed Hemlock Fiberglass Craftsman Provincial

**VILLAGE OF HARTLAND
DEPARTMENT OF PUBLIC WORKS**

Requirements for Curb and Gutter and Sidewalk Removal and Replacement

1. Removal and replacement of curb and gutter and sidewalk for driveway entrances shall be in accordance with the attached drawing.
2. If the curb and gutter is to be removed to within 36 inches or less of an existing joint, storm inlet or curb end; then the existing curb and gutter shall be removed all the way to the joint, inlet or curb and gutter end.
3. The entire curb and gutter section shall be removed after it has been saw cut at both ends. The curb and gutter shall be sawcut to an adequate depth before removal so that smooth vertical faces remain after removal.
4. Breaking off or sawing off the back curb portion will only be permitted on a temporary basis during construction. Ends must be tapered so that no vertical faces are left remaining on the curb and gutter.
5. The new curb and gutter shall match the existing section in all dimensions.
6. Curb end tapers at curb cuts shall be a minimum of 15 inches in length and at the end of curb sections shall be 3 feet in length.
7. Drive entrances at the curb shall be a minimum of 15 feet in width and a maximum of 33 feet in width.
8. Prior to pouring of concrete, the Owner/Contractor shall contact the Village Department of Public Works, 262-367-4880, to request an inspection of the forms. The form installation shall be complete by the scheduled inspection time. Inspections shall be scheduled 24 hours in advance. In addition, the owner/contractor shall schedule a final inspection when all work is complete, including patching of any damaged asphalt.
9. There shall be no standing water in the excavation at the time of inspection or at the time of pouring concrete.
10. The bottom of the excavation shall be 4-inch minimum compacted granular material.
11. The concrete shall be six bag mix.
12. Joints in the curb and gutter shall be installed or saw cut at approximate 10-foot intervals. A one-half inch expansion joint shall be provided at one end. No longitudinal joints will be permitted in the gutter line.
13. Care shall be taken when removing the existing curb and gutter in order not to damage the existing asphalt. Any asphalt damage shall be replaced in kind at the expense of the owner. Asphalt shall be hot mix and equal in thickness to the existing street thickness, minimum three-inch. If asphalt is damaged and removed, a front form, on the asphalt side, will be required prior to pouring concrete.
14. No concrete shall be placed when the air temperature is less than 40 degrees Fahrenheit. Any owner/contractor pouring curb and gutter during a time when it may be damaged by plowing/street salting operation, does so at their own risk and will be responsible for replacing damaged concrete if so directed by the Village.
15. The new curb and gutter shall be protected and not driven on for three days from the time of pour.
16. The entire construction area shall be adequately protected by barricades or cones.
17. All joints and curb edges shall be tooled and all work done in a workmanship like manner.



TYPICAL CURB SECTION

SECTION A-A
N.T.S.

VILLAGE OF HARTLAND
CURB CUT DETAIL

VILLAGE OF HARTLAND
CURB CUT PERMIT

***NOTE: ALLOW UP TO TWO DAYS FOR DPW REVIEW.
MUST HAVE PERMIT BEFORE STARTING WORK***

- SHADED AREAS ARE FOR OFFICIAL USE -

Department of Public Works
\$75 PERMIT FEE
\$1,000 BOND

PERMIT EXPIRES IN
_____ DAYS

PERMIT NUMBER: _____
DATE: _____
BOND: _____
PERMIT FEE: _____
TOTAL: _____
RECEIPT NUMBER: _____

WORK LOCATION: Address _____ Lot No. _____

PROPERTY OWNER'S NAME _____
ADDRESS _____
PHONE NUMBER: HOME _____ WORK _____ MOBILE _____
E-MAIL _____ FAX NO. _____

CONTRACTOR NAME _____
CONTACT PERSON _____
ADDRESS _____
PHONE NUMBER: HOME _____ WORK _____ MOBILE _____
E-MAIL _____ FAX NO. _____

DESCRIPTION OF WORK:

BONDING:
\$1,000 Bond must be submitted at the time of application of this permit.

Contractors who do numerous curb cut jobs in the Village throughout the year can submit an Annual Bond for the Village to keep on file.

SEE ATTACHED FOR WORK REQUIREMENTS/SPECIAL PROVISIONS

ALLEN SCHMITZ
MICHELLE SCHMITZ
320 HOLLYHOCK LN
HARTLAND WI 53029

APRIL M LOPEZ
318 HOLLYHOCK LN
HARTLAND WI 53029

ARROWHEAD SCHOOL DISTRICT
700 NORTH AVE
HARTLAND WI 53029

BRIAN HEINZELMAN
AMANDA HEINZELMAN
N58W30480 COUNTY ROAD K
HARTLAND WI 53029-1010

CHARLES A GUTENKUNST
W305N5710 STEVENS RD
HARTLAND WI 53029

DAVID T GOODWILL
MICHELLE D GOODWILL
316 HOLLYHOCK LN
HARTLAND WI 53029

ERIC A DERMOND
757 N WATER ST #200
MILWAUKEE WI 53202

ERIC HAERTLE
DAWN HAERTLE
W303N5888 MONCLAIRE RD
HARTLAND WI 53029-9301

FOUR WINDS WEST DEVELOPMENT LLC
5429 N 118TH CT
MILWAUKEE WI 53225-3087

HELMUT W WITTBECKER REV TRUST
C/O THOMAS F RAASCH, TRUSTEE
131 W LAYTON AVE STE 301
MILWAUKEE WI 53207-5941

JAMES BARANY
SYLVIA BARANY
N58W30460 COUNTY ROAD K
HARTLAND WI 53029-1010

JAMES NOLAN
PATRICIA NOLAN
W305N5690 STEVENS RD
HARTLAND WI 53029

JOHN MIGLAUTSCH
SUSAN MIGLAUTSCH
N57W30470 COUNTY ROAD K
HARTLAND WI 53029-1000

JOHN R MIGLAUTSCH
N58W30470 COUNTY ROAD K
HARTLAND WI 53029-1000

JOINT SCHOOL DISTRICT NO 8
W299N5614 COUNTY RD E
HARTLAND WI 53029

KEVIN R SMITH
CAROLINE K SMITH
3 HIGHLAND AVE
MADISON NJ 07940

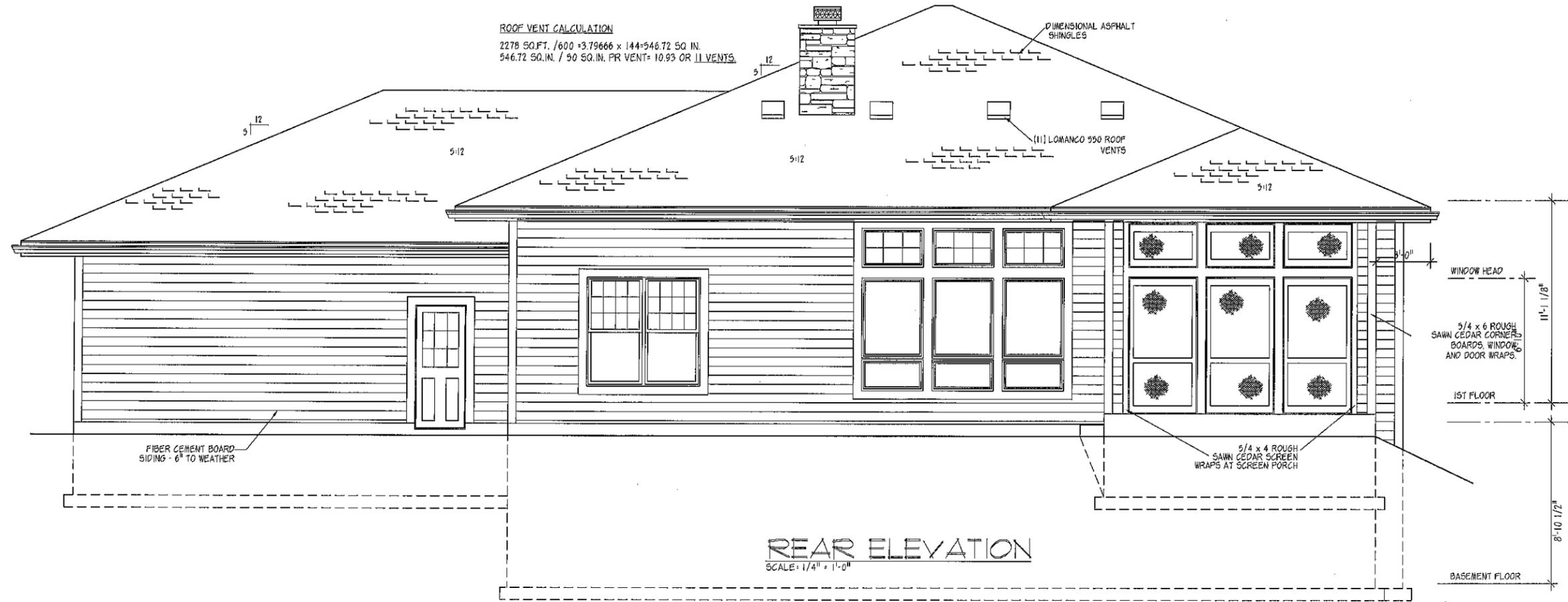
KRISTINE A JOERS
N57W30529 STEVENS RD
HARTLAND WI 53029

OUR SAVIOUR'S EVANGELICAL
LUTHERAN CHURCH
W299N5782 CTY E
HARTLAND WI 53029-9501

RUSSELL J TRIMBLE
N57W30504 STEVENS RD
HARTLAND WI 53029

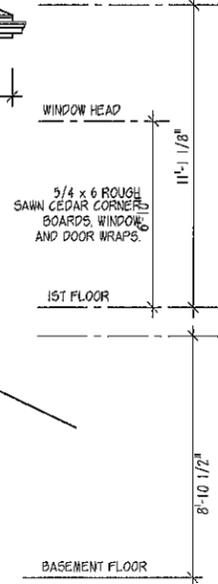
W CLARK VILTER
JOY J VILTER
N56W30020 COUNTY ROAD K
HARTLAND WI 53029-1002

WISCONSIN TELEPHONE CO
722 N BROADWAY
MILWAUKEE WI 53202



ROOF VENT CALCULATION
 2278 SQ.FT. / 600 = 3.79666 x 144 = 546.72 SQ. IN.
 546.72 SQ. IN. / 50 SQ. IN. PR VENT = 10.93 OR 11 VENTS.

REAR ELEVATION
 SCALE: 1/4" = 1'-0"



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

PROJECT
 "THE CHLOE" (PRAIRIE STYLE)
 LOT 6, FOUR WINDS WEST
 VILLAGE OF HARTLAND
 NEW RESIDENCE FOR:
 SCI REAL ESTATE, INC.
 414-466-0111

NEW HORIZON
 VENTURES, L.L.C.
 ARCHITECTS/PLANNERS

P.O. BOX 292, GRAFTON, WI. 53024
 WWW.NEWHORIZONVENTURES.COM
 262-377-4730 or 262-375-2397

JOB NUMBER
 511-29-41-516

DATE
 08/16/2016

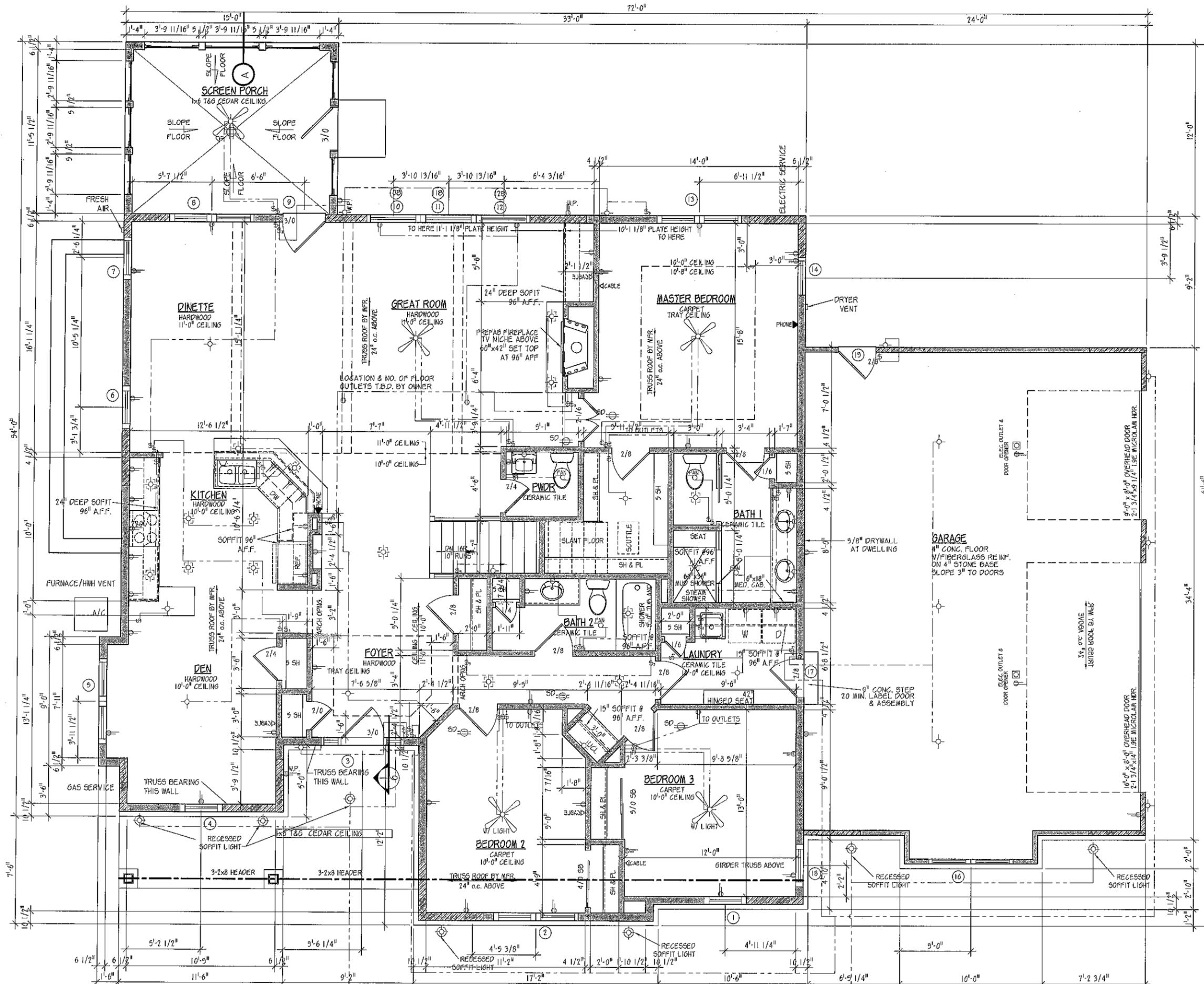
REVISIONS:

SHEET
 1
 OF
 6

CHECKED BY:
 T.L.B.

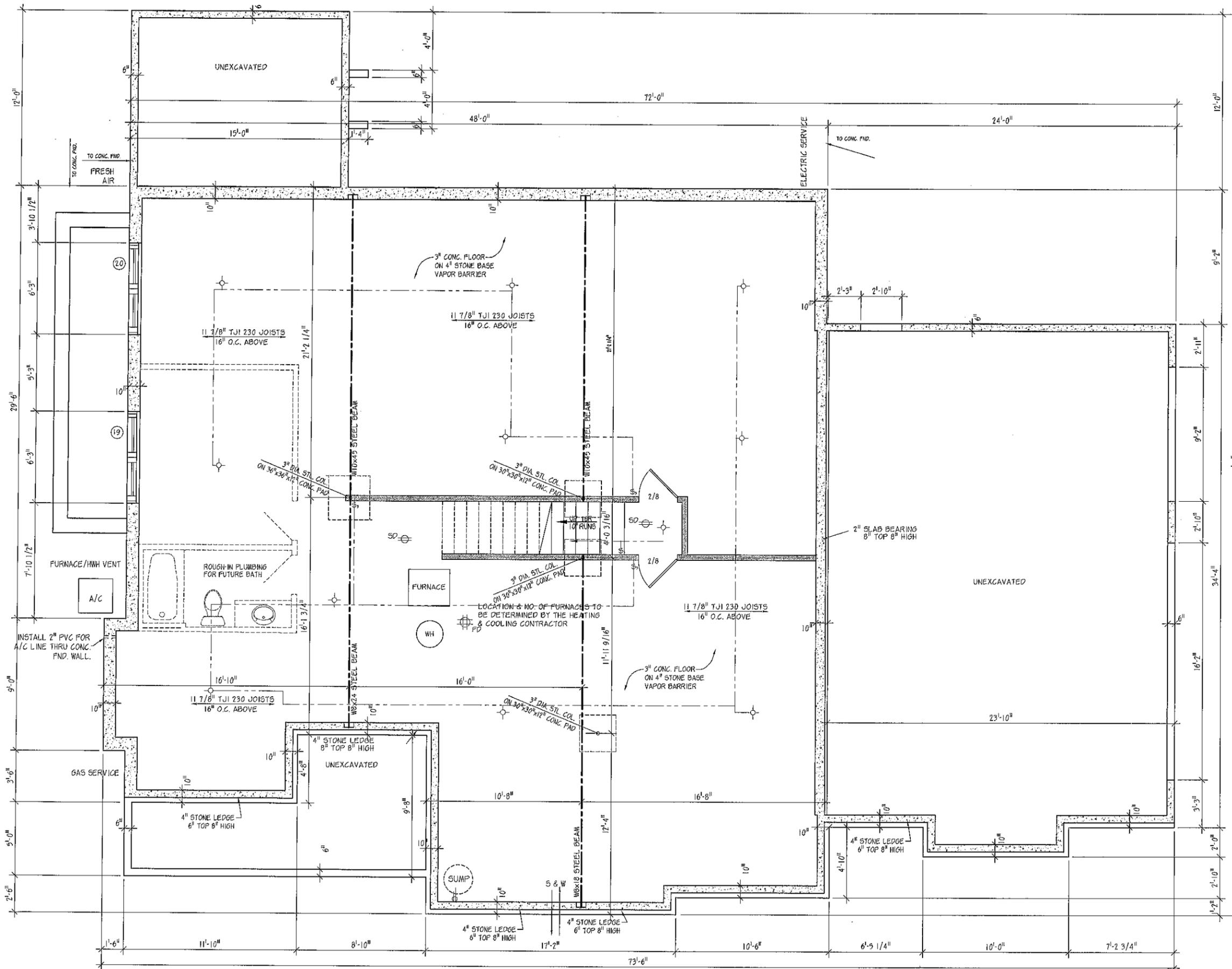
DRAWN BY:
 T.L.B.

NEW HORIZON VENTURES LLC.
 © 2008



FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 FIRST FLOOR SQ. FT. = 2361

PROJECT "THE CHLOE" (FRAISE STYLE) LOT 6, FOUR WINDS WEST VILLAGE OF HARTLAND NEW RESIDENCE FOR: SCI REAL ESTATE INC. 414-466-0111	
NEW HORIZON VENTURES, L.L.C. ARCHITECTS/PLANNERS P.O. BOX 292, GRAFTON, WI. 53024 WWW.NEWHORIZONVENTURES.COM 262-377-4730 or 262-376-2397	
JOB NUMBER SH-2541-516	DATE 08/16/2016
REVISIONS:	
SHEET 2 6	CHECKED BY: TJB
DRAWN BY: TJB	



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

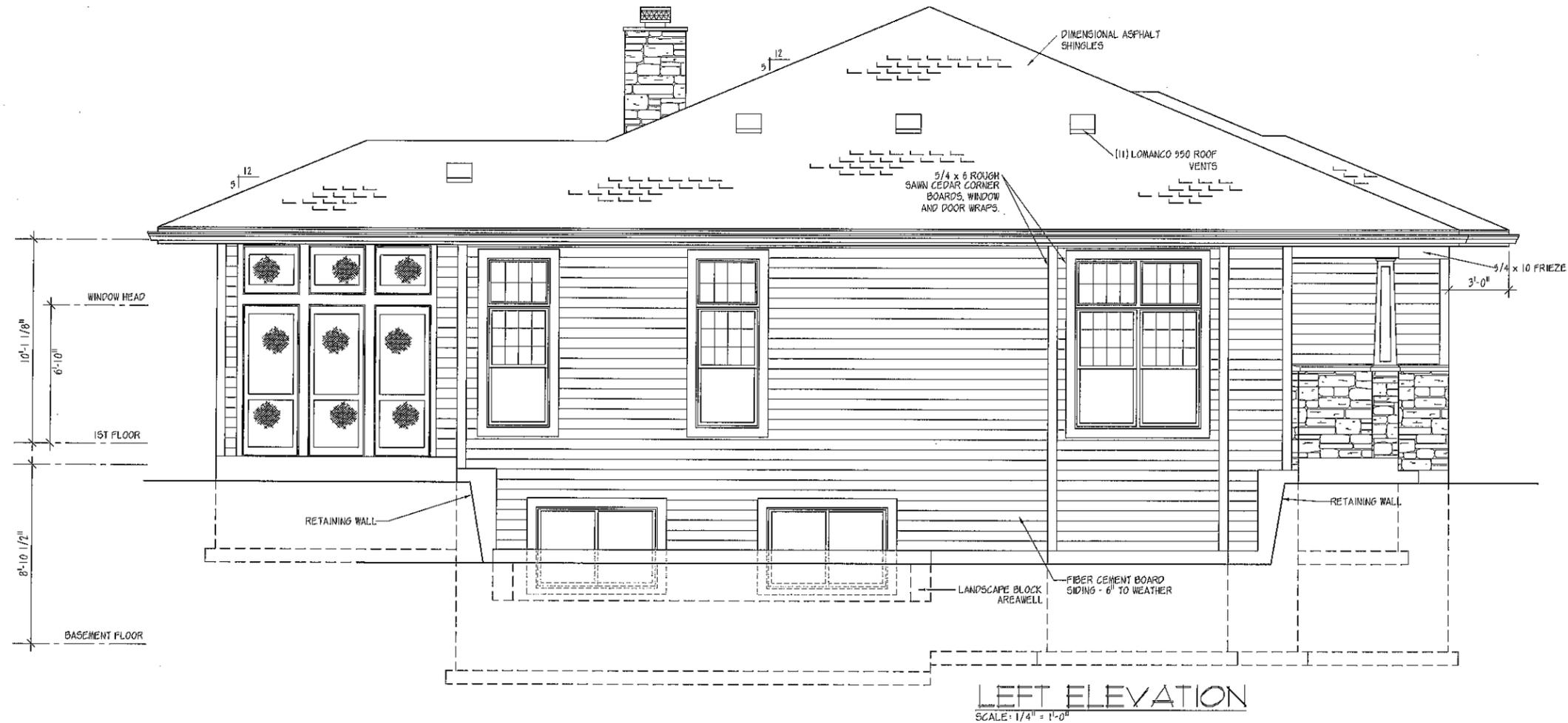
BRACED WALL PANEL SUPPORT:
 BRACED WALL PANELS SHALL BE SUPPORTED ON FLOOR FRAMING OR FOUNDATIONS AS FOLLOWS:
 1. PROVIDE BLOCKING WHERE JOISTS ARE PERPENDICULAR TO BRACED WALL LINES.
 2. PROVIDE A RIM JOIST OR OTHER FRAMING MEMBER WHERE JOISTS ARE PARALLEL TO BRACE WALL LINES

PROJECT "THE CHLOE" (FRAIRE STYLE) LOT 6 FOUR WINDS WEST VILLAGE OF HARTLAND NEW RESIDENCE FOR SCI REAL ESTATE INC. 414-466-0111	
NEW HORIZON VENTURES, L.L.C. ARCHITECTS/PLANNERS P.O. BOX 292, GRAFTON, WI 53024 WWW.NEWHORIZONVENTURES.COM 262-377-4730 or 262-375-2397	
JOB NUMBER SL-224-1516	DATE 05/16/2016
SHEET OF 5	REVISIONS: CHECKED BY: TLES DRAWN BY: TLES
NEW HORIZON VENTURES L.L.C. © 2006	

WINDOW & DOOR SCHEDULE O

WIN. NUM.	UNIT NUM.	ROUGH OPENING	HEADER SIZE	FRAME MATERIAL	WIN. GRIDS	NOTES
1	TW2892	2'-10 1/8" x 5'-4 7/8"	6x4 H.F.	CLAD	X	
2	TW2892-2	5'-8" x 5'-4 7/8"	2- 2x6 S.P.F.	CLAD	X	
3	3/0 W/2 SD	VERIFY WITH MFR.				
ABOVE	CUSTOM	VERIFY	3- 2x10 S.P.F.	CLAD	X	HEADER ABOVE TOP WALL PLATE
4	TW2892	2'-10 1/8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
ABOVE	TW2892-2	5'-8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
5	TW2892-2	5'-8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
ABOVE	TW2892-2	5'-8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
6	TW2892	2'-10 1/8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
ABOVE	TW2892-2	5'-8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
7	TW2892	2'-10 1/8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
ABOVE	TW2892-2	5'-8" x 8'-2 15/16"	2- 2x8 S.P.F.	CLAD	X	
8	TW2892-2	5'-8" x 8'-2 15/16"	2- 2x8 S.P.F.	CLAD	X	
ABOVE	TW2892-2	5'-8" x 8'-2 15/16"	6x4 H.F.	CLAD	X	
9	FWH31611	3'-1" x 6'-11"	6x4 H.F.	CLAD	X	
ABOVE	CUSTOM FWT31	3'-1" x VERIFY				
10	P3945 AN351	3'-5 3/8" x 6'-1 13/16"	2- 2x6 S.P.F.	CLAD	X	
10B ABOVE	A351 STA	3'-5 3/8" x 2'-0 5/8"	2- 2x6 S.P.F.	CLAD	X	
11	P3945 AN351	3'-5 3/8" x 6'-1 13/16"	2- 2x6 S.P.F.	CLAD	X	
11B ABOVE	A351 STA	3'-5 3/8" x 2'-0 5/8"	2- 2x6 S.P.F.	CLAD	X	
12	P3945 AN351	3'-5 3/8" x 6'-1 13/16"	2- 2x6 S.P.F.	CLAD	X	
12B ABOVE	A351 STA	3'-5 3/8" x 2'-0 5/8"	2- 2x6 S.P.F.	CLAD	X	
13	TW2892-2	5'-8" x 5'-4 7/8"	2- 2x10 S.P.F.	CLAD	X	
14	TW2892	2'-10 1/8" x 5'-4 7/8"	6x4 H.F.	CLAD	X	
15	2/8	2'-10 1/4" x 6'-10"	6x4 H.F.	CLAD	X	W/ 9 LITES
16	TW2892-2	5'-8" x 5'-4 7/8"	2- 2x6 S.P.F.	STEEL	X	20 MIN FIRE RATED DOOR ASSEMBLY
17	2/8	2'-10 1/4" x 6'-10"	6x4 H.F.	STEEL		
18	TW2892	2'-10 1/8" x 5'-4 7/8"	6x4 H.F.	CLAD	X	
19	G64	6'-0" x 4'-0"	2- 1 3/4" x 9 1/2" 1.9E ML	CLAD		
20	G64	6'-0" x 4'-0"	2- 1 3/4" x 9 1/2" 1.9E ML	CLAD		

ABOVE ROUGH OPENINGS BASED ON ANDERSEN WINDOWS IF OTHER WINDOW BRAND SUBSTITUTED - VERIFY ROUGH OPENINGS
 S.P.F. - SPRUCE PINE FIR #2
 H.F. - HEAM FIR #2
 L.V.L. - MICROLLAM 1.9E
 L.S.L. - TIMBER STRAND 1.3E



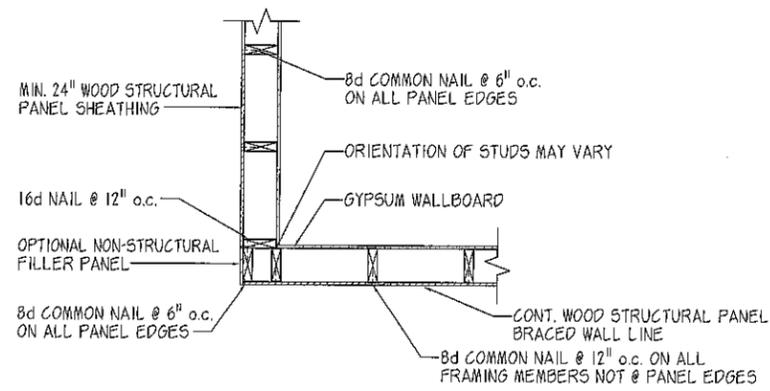
PROJECT
 THE CHLOE (PRAIRIE STYLE)
 LOT 6 FOUR WINDS WEST
 VILLAGE OF HARTLAND
 NEW RESIDENCE FOR:
 SCI REAL ESTATE INC.
 414-466-0111

NEW HORIZON VENTURES, L.L.C.
 ARCHITECTS/PLANNERS
 P.O. BOX 292, GRAFTON, WI 53024
 WWW.NEWHORIZONVENTURES.COM
 262-377-4790 or 262-375-2397

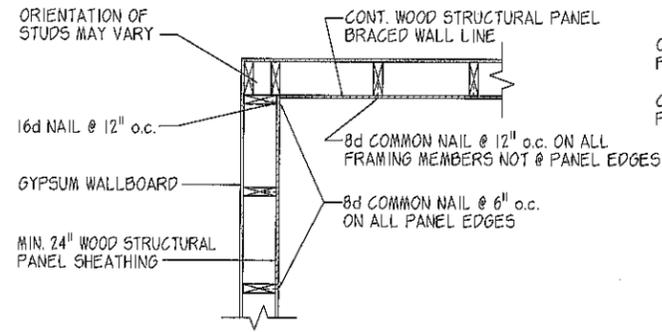
JOB NUMBER: SH-2841-516
DATE: 08/16/2016
REVISIONS:

SHEET: 4 of 6
CHECKED BY: T.L.B.
DRAWN BY: T.L.B.

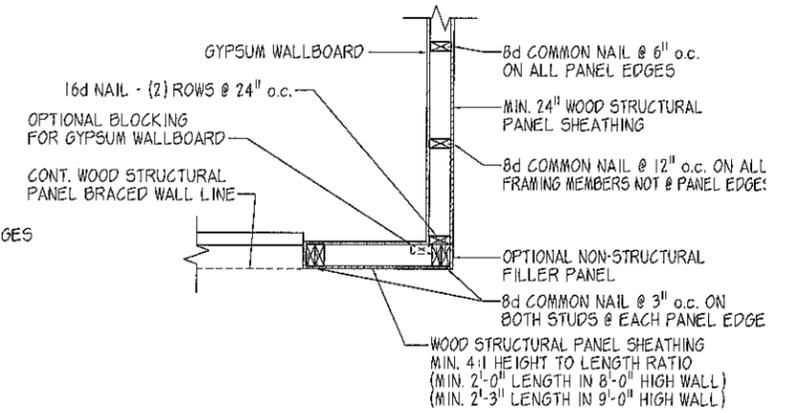
NEW HORIZON VENTURES LLC.
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(A) OUTSIDE CORNER DETAIL



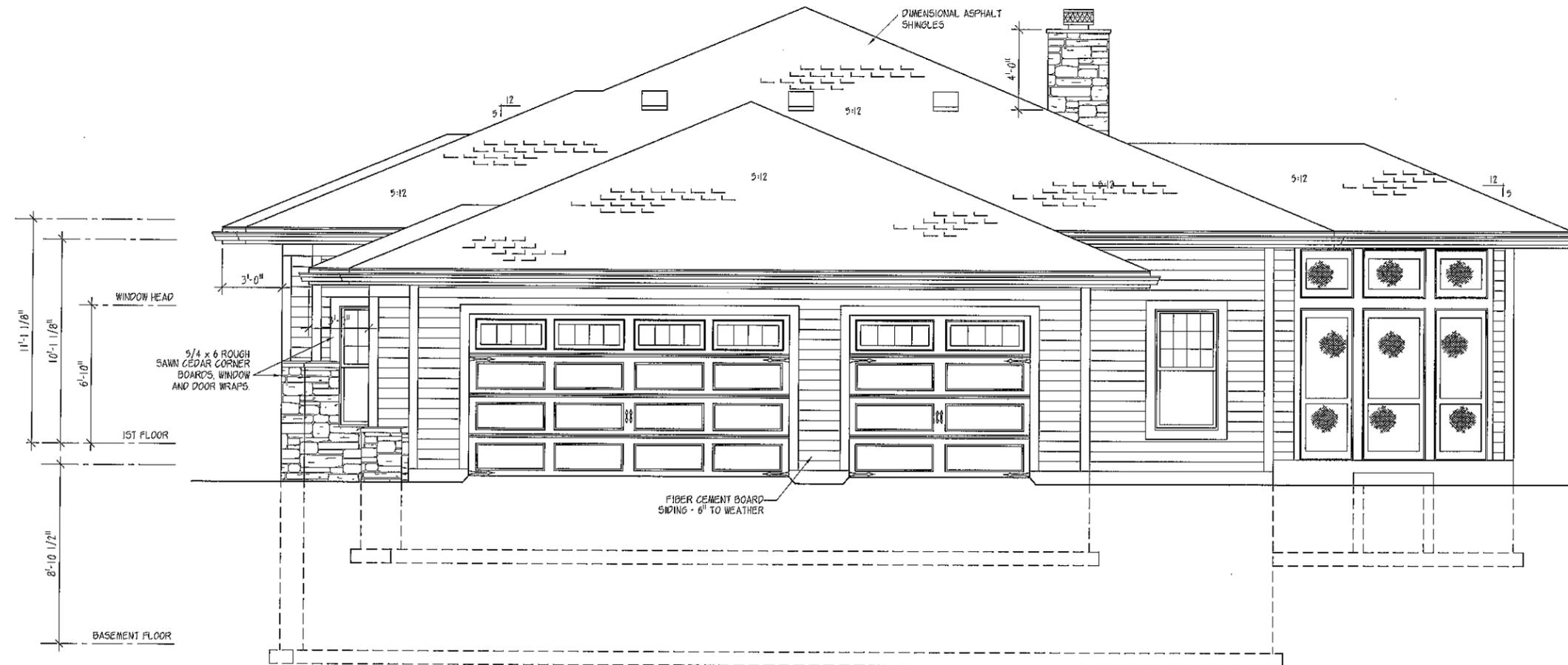
(B) INSIDE CORNER DETAIL



(C) GARAGE DOOR CORNER DETAIL

BRACED WALL PANEL SUPPORT:
 BRACED WALL PANELS SHALL BE SUPPORTED ON FLOOR FRAMING OR FOUNDATIONS AS FOLLOWS:
 1. PROVIDE BLOCKING WHERE JOISTS ARE PERPENDICULAR TO BRACED WALL LINES.
 2. PROVIDE A RIM JOIST OR OTHER FRAMING MEMBER WHERE JOISTS ARE PARALLEL TO BRACE WALL LINES

WALL BRACING KEY	
	36" - 48" (8' WALL HT) OR 42" - 48" (9' WALL HT) WOOD STRUCTURAL PANEL SHEATHING OR 1/2" STRUCTURAL FIBERBOARD SHEATHING PER TABLE 21.25-9
	48" OF GYPSUM WALLBOARD (BOTH SIDES)
	SHEATHED 6:1 ASPECT RATIO W/ EXTENDED HEADERS



RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"

PROJECT
 "THE CHLOE" (FRAISE STYLE)
 LOT 6 FOUR WINDS WEST
 VILLAGE OF HARTLAND
 NEW RESIDENCE FOR:
 SCI REAL ESTATE INC.
 414-466-0111

NEW HORIZON VENTURES, L.L.C.
 ARCHITECTS/PLANNERS
 P.O. BOX 292, GREATON, WI 53024
 WWW.NEWHORIZONVENTURES.COM
 262-377-4730 or 262-375-2397

JOB NUMBER SIL-2254-516	DATE 08/16/2016	REVISIONS:
SHEET 1 OF 6		
CHECKED BY: T.L.B.	DRAWN BY: T.L.B.	

NEW HORIZON VENTURES L.L.C.
 © 2009

**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD**

Job Address CTH "E" & Four Winds COURT			
Lot	Block	Subdivision Four Winds West	Key No. HAV
Owner Four winds west Development LLC			Phone 414-466-0111
Address 5429 N. 118th CT		City Milwaukee	State WI Zip 53225
Contractor SCI Real Estate		Phone 414-466-0111 FAX 414-466-9984	E-Mail Address Jim@sci-realestate.com
Address 5429 N. 118th CT		City MILWAUKEE	State WI Zip 53225

The Architectural Board meets on the **THIRD MONDAY** of the Month at 7:00 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for filing is **THREE WEEKS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

One & Two Family

- Three bound sets of construction plans, additionally 1 (one) set must be reduced to a maximum size of 11" x 17". One set of plans must be stamped "approved by the developer" if required.
- These plans may be reused to apply for the building permit. Building elevations are all that is necessary to obtain Architectural Board approval. Although it is recommended that complete construction plans along with other building permit application material be submitted in order to begin the permit process as soon as possible after the meeting.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.
- Three site plans. These site plans must be detailed and dimensioned and may also be reused to apply for the building permit. One set of site plans must be stamped "approved by the developer" (if applicable).
- Three plat of surveys are required for new dwellings at time building permit is applied for.

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: _____ Date of Meeting: _____ Item No. _____

FOURWINDS WEST SUBDIVISION
ARCHITECTURAL CONTROL COMMITTEE
EXTERIOR REQUIREMENTS

Setbacks: 40 Front/ 20 Side/ 35 Rear Yard

One Story 2,250sq. ft.

Two Story 2,600 sq. ft.

Driveway On High Side

Garage Doors - Minimum 2, Maximum 4 cars/Side Entry

4 Sided Shutters-If Used

4 Sided Window Grids-If Used

Sufficient Windows on all sides of house. No blank walls.

Dimensional Shingles color Weathered Wood

8/12 Minimum Roof Pitch

Single Story Minimum Height 26' from Front Yard Grade

Siding Material/ Corner Boards/ Window Surrounds/Door Surrounds- Minimum 6" wide.

50% Masonry on Front Elevation- No picture framing.

If a Chimney is constructed it must be masonry covered.

No "B" vents through roof.

2' Brick Returns on corners.

Raised Panel Overhead Garage Door

Overhead Door color to match siding or trim.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOUR WINDS WEST

This Declaration of Covenants, Conditions and Restrictions of Four Winds West (this "Declaration") is made and entered into by Four Winds West Development, LLC ("Declarant").

Recitals

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

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

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

Although the Declarant is implementing this declaration with the intentions set forth above, the Declarant makes no assurance, representation or guaranty that the intentions of these covenants shall be achieved, or as to the ultimate value of lots in the Subdivision, or as to any stability or increase in value as a result of the imposition of this declaration.

ARTICLE 1: DEFINITIONS

The following terms shall have the assigned definitions:

- 1.1 **Association.** The "Association" shall mean Four Winds West Homeowner's Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.
- 1.2 **Association Insurance.** "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.
- 1.3 **Board.** The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.
- 1.4 **Building.** A "Building" shall be any freestanding structure located in the Subdivision.

- 1.5 **Bylaws.** The “Bylaws” shall mean the Bylaws of the Association as adopted by the Board.
- 1.6 **Common Areas.** The “Common Areas” shall consist of Outlots 1, 2, 3 and 5 together with the maintenance and repair responsibility of Common Improvements located on Outlot 4 and the entrance island and Cul du Sac islands.
- 1.7 **Common Improvements.** The “Common Improvements” consist of the following, some of which may be located in Common Areas and some of which may be located in public streets, individual lots or Outlot 5: all signs on the Property generally identifying the Subdivision as Four Winds West Subdivision, and any fencing, walking trails, paved paths or accessways, playground equipment, drainage ways and easements, detention ponds, landscaping, Buildings or other improvements made by the Association or Developer, in the Common Areas or elsewhere.
- 1.8 **Declarant.** The “Declarant” shall mean Four Winds West Development, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 14.7 of this Declaration.
- 1.9 **Declaration.** “Declaration” shall mean this Declaration as the same may be amended from time to time.
- 1.10 **Director.** A “Director” shall mean a member of the Board.
- 1.11 **Drawings.** The term “Drawings” is defined in Section 6.1.2.
- 1.12 **Four Winds West Documents.** “Four Winds West Documents” shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.
- 1.13 **In-Ground Pool.** “Pool” shall mean a concrete or vinyl lined pool built below grade and into the ground and surrounded by dirt.
- 1.14 **Lot.** “Lot” shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.
- 1.15 **Mortgage.** “Mortgage” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.
- 1.16 **Mortgagee.** “Mortgagee” shall mean the holder of a Mortgage.
- 1.17 **Occupant.** “Occupant” shall mean the Owner and any other person residing on a Lot.

- 1.18 **Outlot.** “Outlot” shall mean any outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.
- 1.19 **Owner.** “Owner” shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title. The Village is not an Owner, however, for purposes of this Declaration notwithstanding its potential ownership of any Lot or Outlot.
- 1.20 **Pet.** A “Pet” is a domestic dog, cat, rabbit, ferret or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.
- 1.21 **Plat.** A “Plat” is the plat of the Property as recorded in the Register’s Office.
- 1.22 **Property.** The “Property” shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.
- 1.23 **Register’s Office.** The “Register’s Office” shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.
- 1.24 **Road Dedication.** A 60 foot wide potential future street dedicated to the Village on the Plat and located between Lots 2 and 3.
- 1.25 **Rules.** The “Rules” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.
- 1.26 **Subdivision.** “Subdivision” shall mean all of Lots and Outlots as shown on the Plat.
- 1.27 **Village.** “Village” shall mean the Village of Hartland, Wisconsin, and its successors.

ARTICLE 2: ASSOCIATION OF OWNERS

- 2.1 **Administration.** Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.
- 2.2 **Membership and Voting.** Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes

appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

- 2.3 **Control of Association.** Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) Ninety (90) days after the conveyance by Declarant to purchasers of all of the Lots; or (3) Declarant's election to waive its rights to control.
- 2.4 **Management.** The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, on not more than ninety (90) days notice without payment of any penalty.
- 2.5 **Approval.** Any proposal by an Owner requiring Board approval shall be submitted in writing in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal, and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village is required.
- 2.6 **Ownership of Common Areas.** Each Owner of a Lot shall own a 1/47th interest in the Common Areas to be held by the Owners as tenants in common, subject to the following conditions:
- 2.6.1 By each initial conveyance of a Lot to an Owner, each Owner shall obtain a 1/47th interest in the Common Areas. Each Owner, on its own behalf and on behalf of its

successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

- 2.6.2 The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.
- 2.6.3 The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.
- 2.6.4 The rights of the Association, as agent, and the Owners as to the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.
- 2.6.5 Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.
- 2.6.6 Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.

ARTICLE 3: ASSESSMENTS

- 3.1 **Budget and Assessments.** The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and include a replacement reserve, which each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied, or (b) fines on particular Owners for the purpose of collecting any amounts due the

Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposal under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

- 3.2 **Installments: Late Payments.** General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.
- 3.3 **Enforcement Liens.** If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.
- 3.4 **Association Statements.** Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.
- 3.5 **Payment of Assessments by Declarant.** Declarant has made a contribution of \$5,000 to the Association and a deposit of \$50,000.00 with the Village under Section 4.5 in lieu of all assessments (present or in the future) which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy assessments against Declarant or Lots for which Declarant is the Owner.

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

ARTICLE 4: MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility.

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

4.1.2 Concerning Lots 2 and 3, there is a 60 foot dedicated road right-of-way located between such Lots which shall remain in a grass covered state. Each abutting Lot Owner shall maintain one-half (1/2) or 30 feet of such area by cutting the grass routinely.

4.2 **Association Responsibility.** The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for site lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. For avoidance of doubt, such responsibility shall include, by example and not limitation, the responsibility to maintain Outlots 1, 2, 3, 4, and 5 as well as the landscaping located within the entrance island and Cul du Sac Islands.

4.3 **Village Right to Maintain.** The Village may, but is not obligated to, remedy any maintenance deficiency. Should it become necessary for the Village to maintain Common Areas and Common Improvements, the Village may assess a special charge. Prior to the Village undertaking any corrective action, the Village must first determine that a deficiency exists under these Declarations concerning the maintenance of Common Areas and Common Improvements and that the public interest requires compliance. Thereafter, the Village shall give written notice of the deficiency to the Owner(s) and the Association. The notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the condition(s). The cost of such work or services shall be billed to the Association for all deficiencies (subject to the Association's right to such reimbursement under Article 11). The Village shall have the

right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Chapter 66 of the Wisconsin Statutes, as amended from time to time, against the responsible Owner(s) and the Association. The Owner(s) do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by State statute for the levying of special charges.

4.4 Detention and Retention Basins. The Declarant and the Association shall initially be jointly and severally responsible for the maintenance of all detention and retention basins both before and after completion of said facilities. This includes the responsibility for routinely conducting all dredging and cleaning of detention and retention basins to assure that they perform adequately. Declarant may, at Declarant's sole option, transfer its maintenance obligation (including any deferred work) for the detention and retention basins to the Association at any time after 50 percent of the individual lots have been improved with single-family homes and thereby is released from all obligations under this provision. In any event, Declarant's (but not the Association's) obligations under this provision shall cease upon the termination of all of Declarant's fee simple interests in title to all lots provided the Association has been established hereunder.

4.5 Sanitary Sewer Lift Station. The Developer has constructed a sanitary sewer lift station on Outlot 5 pursuant to the specifications and approval of the Village Engineer and DPW Director. Said sanitary sewer lift station shall be dedicated to the Village of Hartland in the same way that other sanitary sewer facilities are dedicated, except that prior to acceptance of the dedication, Developer shall deposit with the Village funds to offset the initial years of the required Maintenance, Operation and possible replacement costs for the lift station. The initial deposit made by Developer to the Village shall be fifty thousand dollars (\$50,000). Upon dedication and acceptance by the Village, said lift station shall be owned, operated and maintained by the Village of Hartland at the sole expense of the Developer and the Homeowners Association. Developer shall be responsible for the fees and payments attributable to all lots within the development prior to the Homeowners Association taking over full responsibility for the payment of fees attributable to all lots. The initial deposit will be used to fund such responsibility. The Homeowners Association shall take over responsibility for payment of any costs related to the operation, maintenance and replacement of the lift station once the Developer has sold thirty-six (36) lots in the subdivision provided the Homeowners Association has been established and is functioning in the normal course of business; thereupon the Homeowners Association shall make payment to the Village of Hartland within forty-five (45) days of receiving an invoice from the Village of Hartland for such payment; provided, however, prior to making a payment the initial deposit shall be exhausted to fund all of such invoiced cost. It is anticipated that an invoice will be issued annually in August for the following year (January to December) of operation, maintenance or replacement costs with payment due in September. Said invoice shall consist of costs for annual maintenance and operation and replacement. The annual invoice issued by the Village shall include an adjustment for any difference between the previous year's invoice for annual maintenance and operation and the actual expenses

for said maintenance and operation. On a regular basis, but not less frequently than once every five years, the Village will evaluate the expected cost for replacement of the mechanical systems and other functioning features of the lift station and for rehabilitation of the major building components and the funds held for such purpose and will adjust the portion of the annual invoice attributed to said purpose accordingly in an attempt to avoid excessively disproportionate increases in the invoiced amounts in any given year. In accordance with Section 66.0627 of the Wisconsin Statutes, in the event that the Developer or the Homeowners Association fails to pay costs related to operation, maintenance or replacement of the lift station, a Special Charge may be imposed upon the owner(s) of each lot within the subdivision. The Village of Hartland shall provide notice of a Special Charge for any unpaid balance attributable to the maintenance, operation or replacement of the lift station via the address where the annual tax bill is sent for each lot. Property owners notified of a Special Charge being imposed against their property shall have the opportunity to attend a hearing with the appropriate Village officials to be heard on the reasonableness of the Special Charge. In accordance with Wis. Stat. § 66.0627(4), if a Special Charge is not paid within the time mandated by the Village of Hartland, the Special Charge shall be deemed delinquent. A delinquent Special Charge shall become a lien on the lot against which it is imposed as of the date of delinquency. The delinquent Special Charge shall be included in the current or next tax roll for collection and settlement under Wis. Stats. Ch. 74.

4.6 Drainage Easement For Storm Water Storage And Infiltration On Lots 17-18-19-20-21-26-27-28-29. RESTRICTIONS ON USE

1. Any site disturbance activity including grading or filling are prohibited, unless specifically authorized by the Village of Hartland and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc. is prohibited, with the exception that dead, diseased, or dying vegetation may be removed and replaced, at the discretion of the landowner.
4. Trees and shrubs will be allowed but wood mulch is prohibited.

ARTICLE 5: RESTRICTIONS ON USE AND OCCUPANCY

- 5.1 **Permitted Uses.** Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or

other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 **Pets.** The Owner or Occupant may keep no more than two (2) Pets per Lot on the conditions that:

5.2.1 The Pet is not permitted on any of the Common Areas while unattended or unleashed;

5.2.2 The individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;

5.2.3 The Owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Board;

5.2.4 The Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;

5.2.5 No reptiles or uncaged birds shall be permitted; and

5.2.6 The Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.

All costs of repairing damage caused by a Pet or an unauthorized animal of an Occupant shall be borne by its Owner and, if different, the Owner of the Lot where the pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Two Hundred Fifty dollars (\$250.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a pet. Such pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of pets shall not be considered a property right.

5.3 **Vehicles.** (a) No outdoor parking of vehicles shall be permitted on the non-paved surface of any Lot, without the express prior consent of the Board, and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. Each residence on a Lot will restrict

parking of vehicles on driveways in an excessive manner as may be determined by the Rules of the Association from time to time. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage. (b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

- 5.4 **Waste.** Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup. Each Lot Owner shall observe any and all statutes, laws, ordinances or other rules or regulations of governmental entities with jurisdiction over the subdivision respecting the separation and disposal of all rubbish, garbage and waste.
- 5.5 **Temporary Structures.** No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.
- 5.6 **Quiet Enjoyment.** Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.6.
- 5.7 **Noxious Activity.** No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Four Winds West Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.
- 5.8 **Patios and Balconies.** Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, or (b) the drying or airing of laundry, carpets, rugs or clothing.
- 5.9 **Signs.** No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building or Lot which are

viewable from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

- 5.10 **Environmental Matters.** Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Village ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.
- 5.11 **Building Setbacks.** No improvements shall be located on any lot in a manner which violates any area or setback restrictions required by the Village of Hartland zoning ordinance. The committee may impose further modifications or restrictions to harmonize and coordinate improvement placements as a condition to approval of submissions.
- 5.12 **Water Supply.** Each Dwelling shall be connected to the water supply mains of the Village of Hartland. No individual wells shall be permitted within the subdivision. Use of water for lawn irrigation is limited to the hours of 10:00 p.m. through 2:00 a.m., or as otherwise directed by the Village of Hartland from time to time.
- 5.13 **Sewage Disposal.** Each Dwelling shall be connected to the Village of Hartland's sanitary sewer system and no septic tank or individual sewage system shall be permitted within the subdivision. The sewage system includes a lift station serving the subdivision. The Village shall be responsible to perform routine periodic upkeep, maintenance and replacement. The cost of such services shall be billed by the Village to the Association as a common expense. The Developer has deposited \$50,000.00 with the Village to be used for such purpose and anticipates this funding should cover an extensive initial period of Association expense.
- 5.14 **Fences and Walls.** Except as otherwise provided in Section 6.5.8 no fence or wall of any height shall be permitted on any Lot except as a Landscape feature, which must be approved by the ACC. Buried electric or invisible fencing for Pet containment is approved.

5.15 **Pond Liability.** Storm water retention ponds have been created and are required by the Village to assist in the removal of sediment and detention of storm water in the subdivision. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds for such use is strictly prohibited. Any person entering into or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a Lot in the Subdivision, each Owner and its respective successors, assigns, heirs and personal representatives hereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village, the Declarant, the Association, and their respective agents, contractors, attorneys, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner to the extent of insurance coverage provided (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village, the Declarant, the Association, and their respective agents, attorneys, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), from those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention ponds.

ARTICLE 6: ARCHITECTURAL CONTROL

6.1 Architectural Controls: Restrictions on Development.

6.1.1 **Architectural Control Committee.** Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of up to three (3) members who shall have the duties as set forth in this Article. The initial ACC, which may be less than three (3) members, shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys to purchasers all of the Lots, then the initial members of the ACC shall resign and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the above, the Declarant selected initial members of the ACC shall exercise exclusive control in approving the initial home construction and design on each Lot.

6.1.2 **No Development Without Prior Approval.** Prior to:

- a) Commencement of construction of any Building or other improvements on any Lot, or
- b) The reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
- c) The demolition of any Building or other improvements on any portion or portions of such property, or
- d) The painting, decoration or alteration of the exterior of any Building or other improvement on such property, or
- e) The installation of an awning, enclosure, screen porch, gazebo, ground mounted flagpole, hot tub, deck, shuffleboard court, children's play set, garden, swimming pool, grading, mailboxes, fixed grill, fences or other landscape features on any such property.

The Owner(s) of such property shall submit to the ACC for consideration as described below three copies of written information, which shall include a staked out survey of such property prepared by, and bearing the seal of, a licensed surveyor, ("Drawings") showing:

- (A) The location, size elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such property;
- (B) Detailed plans and specifications for construction or reconstruction, including building material, type and color samples;
- (C) The proposed landscaping (which will be completed within one year following occupancy permit issuance); and
- (D) The proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposals in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to subsection 6.1.3 following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection 6.1.3 following, unless such time periods are waived by ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

6.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees

imposed for review have been paid. In considering any Drawings, the ACC shall consider among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provided in Section 6.6.2, and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings.

- 6.1.4 **Prior Approval for Changes.** If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection 6.1.2 above. A proposed alteration will be deemed substantial if it materially affects the location or exterior appearance of the approved improvements.
- 6.1.5 **Procedures and Budget.** The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

- 6.1.6 **Separate Village Approval.** Matters which require approval of the ACC may also require approval of the Village. All matters requiring Village approval shall first be submitted to the ACC. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC.
- 6.1.7 **Uniformity Standards: Waiver.** Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted or may waive any standard in Sections 6.1, 6.2, 6.4, 6.5 and 6.6. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time-limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an “unnecessary hardship”; those judicially determined standards for granting variances under zoning regulations shall not govern nor be construed to constitute the standards to be applied by the ACC.
- 6.1.8 **Indemnification.** Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney’s fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action suit or proceeding, including criminal proceedings to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person’s status as an Owner, Occupant or otherwise.

6.2 **Antennas.** Subject to any right or limitation imposed by state or federal law, no antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24” in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 **Minimum Home Size Requirements.**

6.3.1 Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	2,250 square feet
More than one story	2,600 square feet

6.3.2 For purposes hereof, “more than one story” includes homes referred to as one and a half story, two story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, exposed basement, attic, garage, porch or patio areas in the computation.

6.4 **Garage.**

6.4.1 Each residence on a Lot shall have an attached garage for not less than 2 nor more than 4 cars. Unless waived by the ACC, garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face.

6.4.2 Driveway. Driveways shall be constructed with a hard surface material acceptable to the ACC and installed within one year of occupancy permit issuance. Concrete and Asphalt are acceptable hard surface materials.

6.4.3 Driveways Lots 2 and 3. Driveways for Lots 2 and 3 as depicted on the Plat shall be located so as to access the public street, Four Winds Court, exclusively.

6.4.4 Buyer or Buyer’s Builder is responsible to pull a permit with the Village for a driveway curb opening. The Village will inspect the curb opening, sidewalk (if any) and curb and gutter adjacent to the entire lot width for damage. Buyer at Buyers sole expense will be

responsible to replace any damaged sidewalk (if any) or curb and gutter. Any existing sidewalk adjacent to the driveway width will also need to be removed and re-poured at a thickness of 6".

6.4.5 Driveways to have a minimum of a 3' side yard setback.

6.5 **Certain Exterior Features.** With respect to the construction of a Building on a Lot or other improvement to a Lot:

6.5.1 If shutters, window casings or window grids and trim features are used on windows or divided-lite windows are used, in any case on the front of a residence, then they shall also be used on the side and rear windows.

6.5.2 A residence shall have a roof made of dimensional shingles, in a weathered wood color with a minimum pitch ratio of 8:12, or such other color or pitch as is specifically approved by the ACC.

6.5.3 Exterior walls of residences shall be constructed of brick, stone, cedar, stucco, cement siding, LP Smart Siding or combinations thereof. No aluminum, metal or vinyl siding shall be permitted. Basement or foundations block walls shall not be exposed. Trim and soffit material must be covered with natural cedar, douglas fir or textured concrete boards.

6.5.4 The front exterior elevation of the house and attached garage must consist of approximately 50% or more of brick or stone.

6.5.5 The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

6.5.6 Exterior fireplace chimneys must be faced with brick or stone materials, Class B Metal Flues are Not Permitted. Direct Vent fireplaces are allowed as long as vent is located on the side or rear elevations of the house. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, for paint, stone, brick, stucco or other finish must be approved by the ACC.

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

6.5.8 **No above-ground pools shall be installed.** In-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does

not approve an in-ground pool which is not completely enclosed by a secure ornamental iron or aluminum fence, minimum 50% open to meet CPSC code and a minimum of 4 foot elevation, with a self-closing and self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 10 feet between the fence and the pool. The pool enclosure cannot be located less than 5 feet from the nearest Lot boundary. Additional conditions may be imposed by the Village.

- 6.5.9 Each Lot Owner will be responsible to install a front yard light post and lantern in a style and from a manufacturer selected by Declarant. Each successive Owner shall maintain the front yard light post and lantern in good and working condition and replace such components when necessary with the same or a similar style as approved by the ACC. The light post and lantern must be (1) located within ten (10) feet of the street property line; (2) adjacent to the driveway; (3) elevated to a height of at least 10 feet; and (4) illuminated from dawn to dusk by means of a photo cell. The photo cell should be located on the North side of the light pole. Prior to occupancy of a residence on a Lot, the Owner shall demonstrate to the ACC that such Light post and lantern is connected to electrical service (paid for by such Owner) and not controlled by a light switch.
- 6.5.10 Declarant will install a mailbox and mailbox support in a style and from a manufacturer selected by Declarant. Each successive Owner shall maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same or a similar style and in a location per Exhibit "G" of the Developers Agreement.
- 6.5.11 In making determinations under subsections (6.5.9) and (6.5.10), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.
- 6.5.12 Each Owner shall maintain its light post and lantern and mailbox and mailbox post in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (6.5.9) and (6.5.10) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.
- 6.5.13 If Declarant in its discretion, installs any light post, lantern, mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

- 6.5.14 All utilities shall be installed underground.
- 6.5.15 No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.
- 6.5.16 Upon application for a building permit, the Lot Owner or its representative or builder, shall pay to the Village the cost of providing and planting street trees as required by the Village Code and as identified on the Street Tree Plan as such cost is uniformly determined by the Village. The Village will undertake the installation of the street trees adjacent to or in front of the completed houses in accordance with Exhibit E for which the fees have been paid during the next planting season after occupancy is granted for the newly constructed home.

6.6 Grading and Landscaping.

- 6.6.1 Declarant and the Village have agreed to a certain Storm Water Management Plan. In the event of a conflict between any Drawings and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner is responsible for the cost thereof.
- 6.6.2 No existing live tree with a diameter of three inches or more, at a height of four feet above the ground shall, without approval of the ACC, be cut down, destroyed, mutilated, moved or disfigured. All such existing trees shall be protected during construction and preserved by wells or islands and proper grading in such manner as shown in approved Drawings.
- 6.6.3 Following the ACC's review of proposed setbacks, buildings and yard grades, the applicant shall submit the certified plat of survey to the Village for its approval or denial.
- 6.6.4 Final grading of a Lot shall be completed within two months following the date of occupancy permit issuance, weather permitting.
- 6.6.5 No soil shall be removed by any Lot Owner, nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a Lot must conform to the Master Grading Plan approved by the Village.
- 6.6.6 All exterior landscaping should be completed within one year following occupancy permit issuance.

6.7 Construction Matters.

- 6.7.1 No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.
- 6.7.2 During grading, the Owner of the Lot is solely responsible for compliance with all erosion control requirements.
- 6.7.3 During any construction or re-construction, all debris must be stored in containers.
- 6.8 **Impact Fees.** The Village imposes impact or other fees which are due at the time of Building Permit issuance. The actual amounts may change. Owners are solely responsible for all such charges.

ARTICLE 7. INTENTIONALLY DELETED

ARTICLE 8. INSURANCE

- 8.1 **Association Insurance.** The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas naming the Declarant and the Owners as additional insureds (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.
- 8.2 **Coverage of Association Insurance.** The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.
- 8.3 **Proceeds.** Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

- 8.4 **Cost.** All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.
- 8.5 **Waiver.** The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.
- 8.6 **Acts Affecting Insurance.** No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.
- 8.7 **Exclusions From Coverage.** Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9: AMENDMENT OF DECLARATION

maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

10.1.3 Shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

10.1.4 Declarant reserves the right to place the Property into and as a participant in the Metropolitan Builders Association Parade of Homes. In connection with any such Parade of Homes participation, all Outlots and unsold Lots may be made available for purposes of ingress, access, parking, and other participation requirements in the parade.

10.1.5 Declarant reserves and creates an easement for the benefit of Declarant and the Association, over individual Lots for purposes of maintaining, repairing and replacing improvements consisting of fencing or landscaped features.

ARTICLE 11: REMEDIES FOR VIOLATION BY OWNER

11.1 **General Remedies.** If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

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

ARTICLE 12: EASEMENTS

12.1 **Right of Entry.** A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations and fence improvements located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service

such utility installations or fence improvements. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

- 12.2 **Drainage.** An easement is reserved to Declarant, the Association and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat, in any master site grading plan or in the Storm Water Management Plan approved by the Village.

ARTICLE 13: TERMINATION

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

ARTICLE 14: CONSTRUCTION AND EFFECT

- 14.1 **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- 14.2 **Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.
- 14.3 **Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.
- 14.4 **Severability.** If any portion of this Declaration, or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other

than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

- 14.5 **Remedies.** All remedies herein are cumulative.
- 14.6 **Waivers.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; unless expressly provided to the contrary, no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.
- 14.7 **Assignment of Declarant's Rights.** Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.
- 14.8 **Other Regulation.** Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

Executed at Waukesha, Wisconsin, on the _____ of _____, 2016.

Four Winds West Development, LLC

By: _____
SCI Real Estate, Inc., it managing member,
James A. Sileno, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2016, the above named James A. Sileno, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public-State of Wisconsin
My Commission expires _____

**DRAFTED BY AND AFTER
RECORDING RETURN TO:**
George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road, Suite 1175
Milwaukee, WI 53226

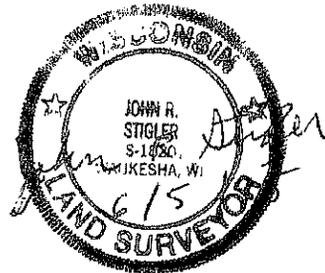
EXHIBIT A

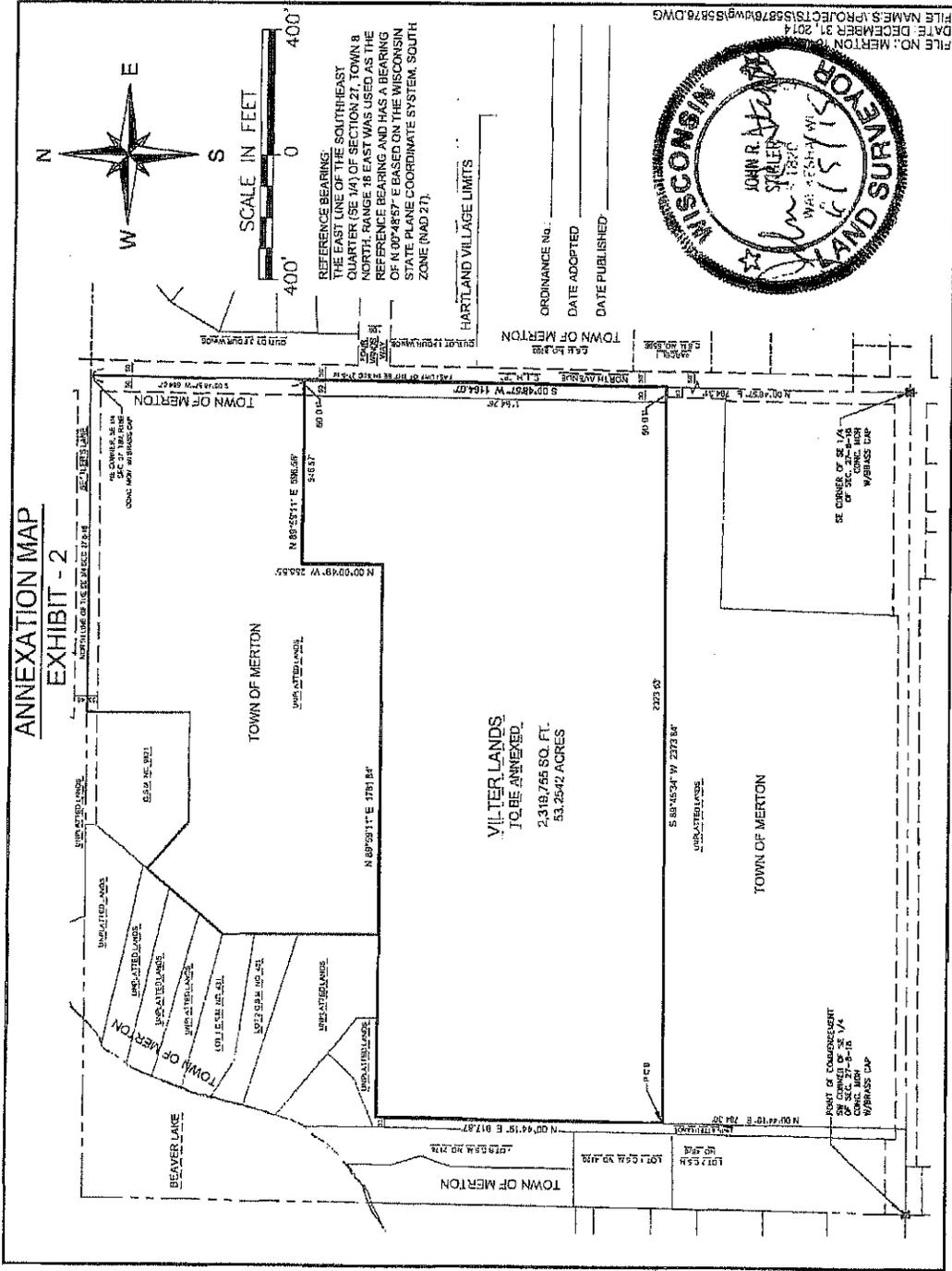
LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

ANNEXATION DESCRIPTION:

All that part of the Southwest Quarter (SW ¼), Southeast Quarter (SE ¼), Northeast Quarter (NE ¼) and Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 27, Town 8 North, Range 18 East, Town of Merton, Waukesha County, Wisconsin bounded and described as follows: Commencing at the southwest corner of the Southeast Quarter (SE ¼) of said Section 27 being marked by a concrete monument with brass cap; thence North 89°45'33" East along the south line of said Southeast Quarter (SE ¼) 273.90 feet; thence North 00°44'19" East 784.30 feet along the easterly line of lands described in Volume 110 of Deeds on Page 261 to the place of beginning of the lands to be annexed; thence continuing North 00°44'19" East along said east line 917.87 feet; thence North 89°59'11" East 1781.84 feet; thence North 00°00'49" West 255.55 feet; thence North 89°59'11" East 596.58 feet to the east line of above said Southeast Quarter (SE ¼) of said Section 27 being the centerline of North Ave (C.T.H. "E"); thence South 00°48'57" West along said east line and centerline 1164.07 feet; thence South 89°45'34" West 2373.64 feet along the north line of Warranty Deed recorded as Document No. 2805021 in the Waukesha County Register of Deeds Office to the place of beginning. This parcel contains 2,319,755 square feet or 53.2542 acres of land.

Bearing Basis: The East line of the Southeast Quarter (SE ¼) of Section 27, T8N, R18E was used as the reference bearing at a bearing of South 00°48'57" West based on the Wisconsin State Plane Coordinate System, South Zone (NAD-27).







RECEIVED

AUG 26 2016

Village of Hartland

ADMINISTRATION
210 COTTONWOOD AVENUE
HARTLAND, WI 53029
PHONE (262) 367-2714
FAX (262) 367-2430

Rec.

176328

APPLICATION FOR
PLAN COMMISSION

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION

Project Description 47,240 sq/ft addition			
Proposed Use Manufacturing and storage		Current: 36 No. of Employees W/ Addition: 45	
Project Location 1050 Walnut Ridge Drive			
Project Name Midwest Composite Technologies			
Owner Ealon LLC		Phone	
Address 6231 HWY 83		City Hartland	State WI Zip 53029
Engineer/Architect MSI General		Phone 262-563-5337	FAX
Address W215 E. Wisconsin Ave		City Nashotah	State WI Zip 53058
Contact Person Tim Knepprath	Phone 414-550-9400	FAX 262-367-7390	E-mail timk@msigeneral.com

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Date Applied: 8-26-16	Date of Meeting:	Return Comments by:
-----------------------	------------------	---------------------

**Village of Hartland
Professional Services Reimbursement Form**

The Village of Hartland has determined that whenever the services of the Village Attorney, Village Engineer, Village Planner or any other of the Village's professional staff results in a charge to the Village for that professional's time and services and such services is not a service supplied to the Village as a whole, the Village Clerk shall charge that service for the fees incurred by the Village. Also, be advised that the Village may pass on other certain fees, costs, and charges which will be the responsibility of the property owner or responsible party.

I, the undersigned, have been advised that, pursuant to this Agreement between the Village and, The responsible party listed below, if the Village Attorney, Village Engineer, Village Planner or any other Village professional provides services to the Village because of activities incurred by the responsible party, whether at our request or at the request of the Village, we shall be responsible for the fees and expenses incurred by the Village. In addition, we have been advised that certain other fees, costs, and charges will be our responsibility.

Responsible Party Name, Mailing Address, Signature and Date:

A. TIM KNEPPERT *Tim Knepert* 8-26-16
 Printed Name Signature Date

MSI GENERAL

B. PO BOX 7 Oconomowoc WI 53066
 Street City State Zip

C. Phone (262) 367-3661 Fax: _____ E-Mail TIMK@MSIGENERAL.COM

Property Owner Name, Mailing Address, Signature & Date:

* A. HELMUT KEIDL *Helmut Keidl* 08/26/16
 Printed Name Signature Date

MIDWEST COMPOSITS

B. 1050 WALNUT RIDGE DR HARTLAND WI 53029
 Street City State Zip

C. Phone (262) 367-8254 Fax: _____ E-Mail HELMUT@MIDWESTCOMPOSITE.COM

Village Official Accepting Form & Date _____

INTERNAL USE ONLY

Amount Due: \$ _____ Check #: _____ Date Paid: ___/___/___ Rec'd By: _____

Plan Commission Project Number: _____

1115 COTTONWOOD LLC
C/O BRIOHN PROPERTY MGMT
3885 N BROOKFIELD RD STE 200
BROOKFIELD WI 53045-1983

BRC INC
700 WALNUT RIDGE DR
HARTLAND WI 53029

DAISY PROPERTIES LLC
9700 W BLUEMOUND RD
WAUWATOSA WI 53226

DC-1099 WALNUT RIDGE DRIVE LLC
4890 W KENNEDY BLVD STE 650
TAMPA FL 33609-1840

EALON LLC
6231 HIGHWAY 83
HARTLAND WI 53029-9706

ENVIRONMENTAL INVESTMENT
GROUP LLC
950 WALNUT RIDGE DR
HARTLAND WI 53029

SH 1180 WALNUT RIDGE LLC
9942 N VALLEY HILL DR
MEQUON WI 53092-5351

SUNSET INVESTMENT CO LIMITED
PARTNERSHIP
PO BOX 1428
WAUKESHA WI 53187-1428

TI INVESTORS OF HARTLAND LLC
710 N PLANKINTON AVE STE 1400
MILWAUKEE WI 53203-2418

TULSA INVESTORS LLC
C/O T5 REAL ESTATE SOLUTIONS
7475 HUBBARD AVE STE 202
MIDDLETON WI 53562-3146

UBIII (COTTONWOOD) LLC
9450 W BRYN MAWR AVE STE 750
ROSEMONT IL 60018-5253

WALNUT RIDGE PROPERTIES LLP
955 WALNUT RIDGE DR STE B
HARTLAND WI 53029



MANAGERS

MSI GENERAL CORPORATION
P.O. BOX 7
OCCONOMOWOC, WI 53066
PHONE: 262-367-3661
FAX: 262-567-7330

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REVISIONS:
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ENGINEERS

CONTRACTORS

PROJECT ADDRESS:

PROJECT NAME
Midwest Composite Technologies
STREET ADDRESS
1050 Walnut Ridge Drive
CITY/STATE / ZIP
Hartland, WI 53069

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.19.16 Drawn By: PAA
Sheet Title: PLAT OF SURVEY
Sheet Number: C-001
Project Number: P11744
P11744

ARCHITECTS

PLAT OF SURVEY

BEING ALL OF LOT 7 OF C.S.M. NO. 7141, LOCATED IN THE SE 1/4 OF THE NW 1/4 OF AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 10, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

GENERAL NOTES:
1.) TOTAL LAND AREA OF SURVEYED LOT = 308,450 SQ. FT. (7.081 ACRES)
2.) ALL ELEVATIONS AND CONTOURS ARE ON THE NVD 1928 AND VILLAGE DRAIN

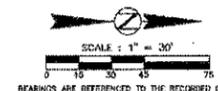
SURVEYOR
MARK A. POWERS, PLS 1704
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCCONOMOWOC, WI 53066
(262)560-0331

SURVEY FOR
MSI GENERAL CORPORATION
P.O. BOX 7
OCCONOMOWOC, WI 53066
PROPERTY AT:
1050 WALNUT RIDGE DRIVE

LEGEND
● - SANITARY SEWER CLEANOUT
● - 1.25" DIA. IRON PIPE FOUND

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY.
THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREIN WITHIN ONE (1) YEAR FROM DATE HEREOF.



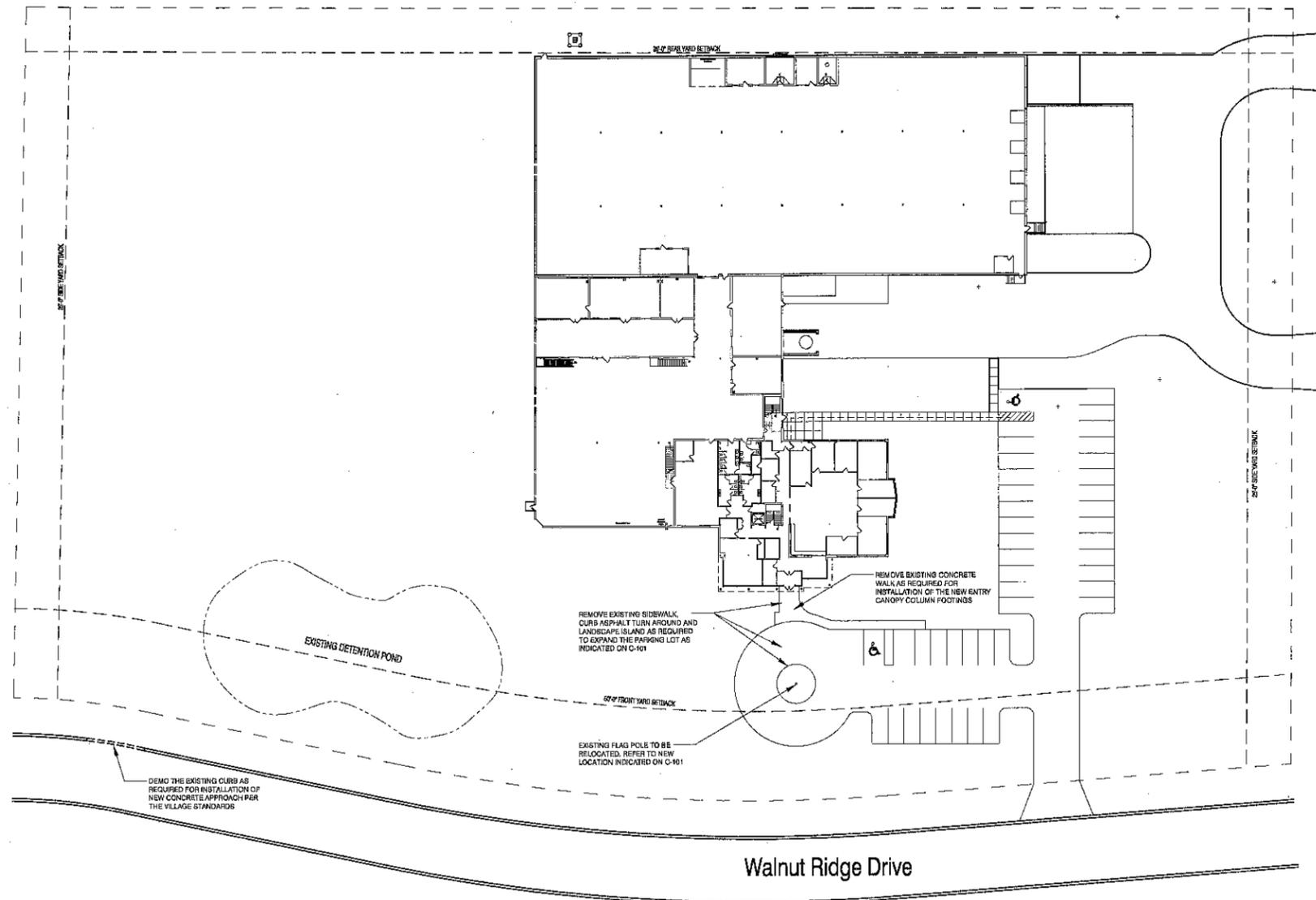
STORM MANHOLE 1	STORM MANHOLE 2
RHW ELEVATION = 920.90 18" INV W = 923.06	RHW ELEVATION = 928.80 18" INV E & W = 921.50
STORM MANHOLE 3	CURB INLET
RHW ELEVATION = 924.07 12" INV W = 918.03 18" INV S = 920.11 24" INV N = 918.55	CURB FLOWLINE ELEV = 923.36 30" INV E & W = 918.52
STORM MANHOLE 4	STORM MANHOLE 5
RHW ELEVATION = 927.59 12" INV W = 918.40 18" INV S = 918.47	RHW ELEVATION = 924.54 15" INV W = 920.12 18" INV SE = 920.16
STORM MANHOLE 6	STORM MANHOLE 7
RHW ELEVATION = 924.54 12" INV W = 920.09 12" INV E = 921.18	RHW ELEVATION = 924.41 12" INV W = 921.01 6" INV E = 921.01
STORM MANHOLE 8	
RHW ELEVATION = 925.06 STORM = 920.55 NO APPARENT OUTLET	

LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE STREET, SUITE 105
OCCONOMOWOC, WI 53066
PHONE: (262)560-0331 FAX: (262)560-0318

REVISION DATE	COMMENTS

PLAT OF SURVEY
FOR: MSI GENERAL CORPORATION
AT: MIDWEST COMPOSITE
1050 WALNUT RIDGE DR, HARTLAND, WI
SCALE: 1" = 30'
DRAFTED BY: M.A.P. DATE: AUGUST, 2016
CHECKED BY: M.A.P. SHEET NUMBER: 1 OF 1

PLAT OF SURVEY 1" = 30'-0"



REFERENCE KEYNOTES

Division 01 - General

01 100 PERFORM AS SHOWN

01 200 EXISTING CONDITIONS

01 300 NEW CONSTRUCTION

Division 02 - Site

02 100 EXISTING SITE

02 200 NEW SITE

02 300 EXISTING UTILITIES

02 400 NEW UTILITIES

Division 03 - Concrete

03 100 EXISTING CONCRETE

03 200 NEW CONCRETE

03 300 EXISTING FORMWORK

03 400 NEW FORMWORK

Division 04 - Masonry

04 100 EXISTING MASONRY

04 200 NEW MASONRY

Division 05 - Metals

05 100 EXISTING METALS

05 200 NEW METALS

Division 06 - Woods and Plastics

06 100 EXISTING WOODS AND PLASTICS

06 200 NEW WOODS AND PLASTICS

Division 07 - Thermal/Moisture Protection

07 100 EXISTING THERMAL/MOISTURE PROTECTION

07 200 NEW THERMAL/MOISTURE PROTECTION

Division 08 - Doors and Windows

08 100 EXISTING DOORS AND WINDOWS

08 200 NEW DOORS AND WINDOWS

Division 09 - Finishes

09 100 EXISTING FINISHES

09 200 NEW FINISHES

Division 10 - Misc

10 100 EXISTING MISCELLANEOUS

10 200 NEW MISCELLANEOUS



MSI GENERAL CORPORATION
 P.O. BOX 7
 OCONOMOWOC, WI 53065
 PHONE: 262-367-3661
 FAX: 262-367-7330

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08.28.18 VILLAGE REVIEW SET

PROJECT ADDRESS:

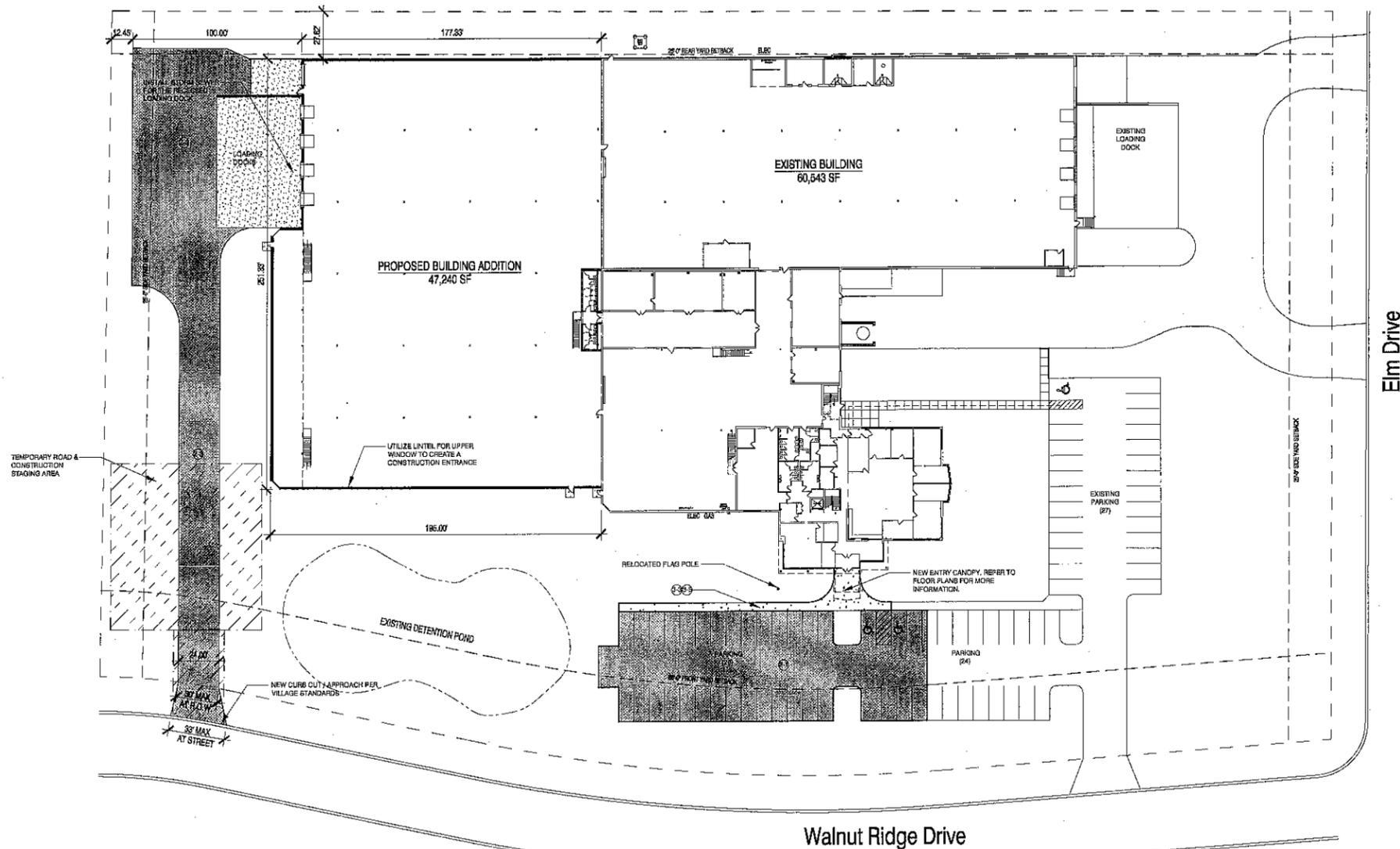
PROJECT NAME
 Midwest Composite Technologies
 STREET ADDRESS
 1090 Walnut Ridge Drive
 CITY, STATE / ZIP
 Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION.

Date: 08.19.18 Drawn By: PAA
 Sheet Title: DEMOLITION SITE PLAN
 Sheet Number: C-100
 Project Number: P11744

DEMOLITION SITE PLAN 1" = 30'-0"

MANAGERS ENGINEERS CONTRACTORS ARCHITECTS



SITE DATA:

SITE AREA:	308,452 SF or 7.021 Acres
	Max 02% Slope = 155,073.00 SF
Building (E):	60,543 SF
Hardscape (E):	51,362 SF
Total Existing Hardscape:	111,905 SF
Building Addition:	47,240 SF
New Hardscape:	66,952 SF
Total Additional Hardscape:	72,952 SF
Total Site Hardscape with the Addition:	184,857 SF
	© 2016

SITE PLAN 1" = 30'-0"

REFERENCE KEYNOTES

Division 01- General	1. SEE GENERAL NOTES FOR ALL WORK.
Division 02- Site	1. SEE GENERAL NOTES FOR ALL WORK.
Division 03- Concrete	1. SEE GENERAL NOTES FOR ALL WORK.
Division 04- Masonry	1. SEE GENERAL NOTES FOR ALL WORK.
Division 05- Metals	1. SEE GENERAL NOTES FOR ALL WORK.
Division 06- Woods and Plastics	1. SEE GENERAL NOTES FOR ALL WORK.
Division 07- Thermal/ Moisture Protection	1. SEE GENERAL NOTES FOR ALL WORK.
Division 08- Doors and Windows	1. SEE GENERAL NOTES FOR ALL WORK.
Division 09- Finishes	1. SEE GENERAL NOTES FOR ALL WORK.
Division 10- Misc	1. SEE GENERAL NOTES FOR ALL WORK.



MSI GENERAL CORPORATION
P.O. BOX 7
OCCONOMOWOC, WI 53066
PHONE: 262-367-3661
FAX: 262-367-7390

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PROJECT ADDRESS:

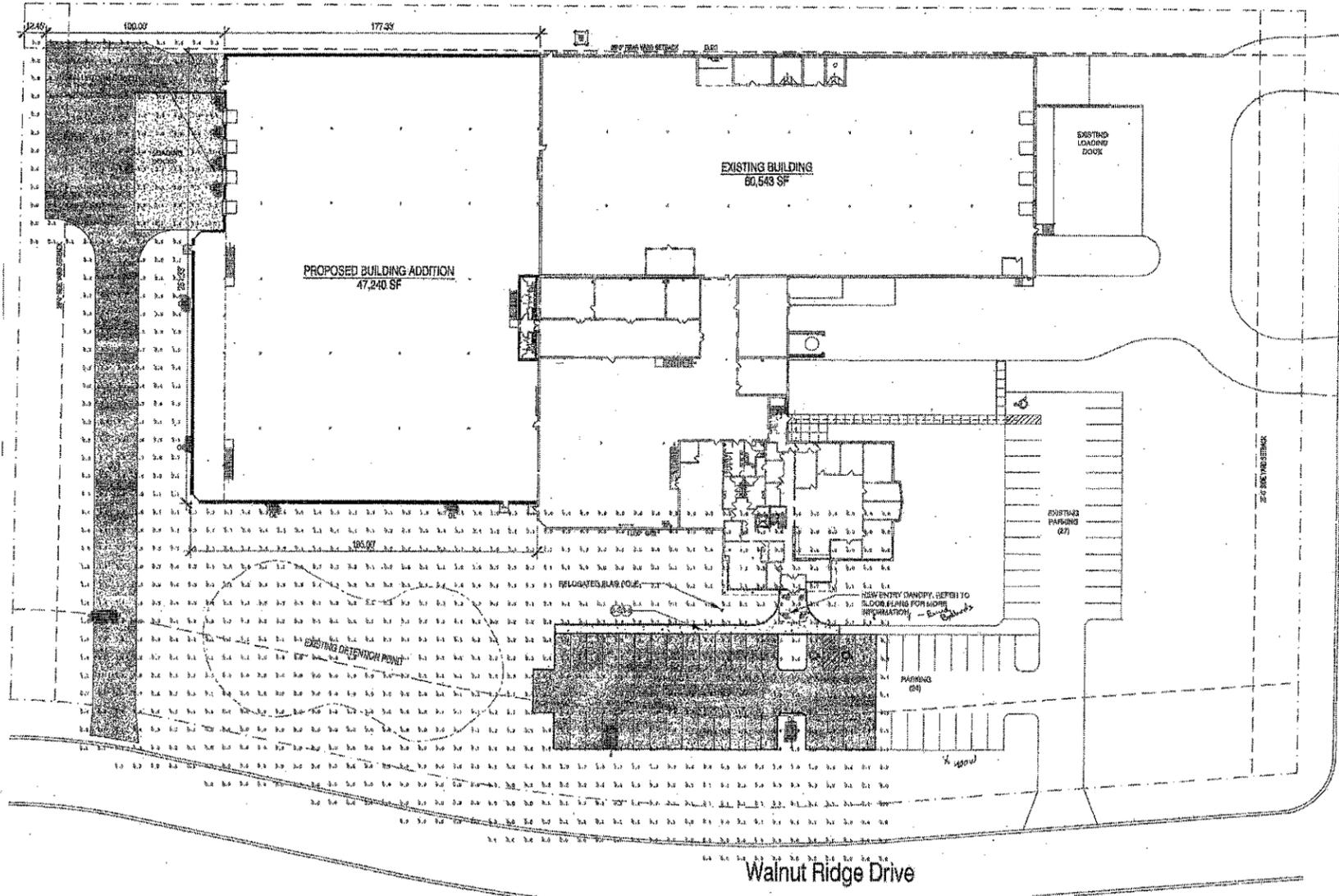
PROJECT NAME
Midwest Composite Technologies
STREET ADDRESS
1050 Walnut Ridge Drive
CITY/STATE / ZIP
Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.19.16
Sheet Title: SITE PLAN
Sheet Number: C-101
Project Number: P11744

Drawn By: PAA
P11744

MANAGERS
ENGINEERS
CONTRACTORS
ARCHITECTS



Lumark
XTOR PA OE

DESCRIPTION
The proposed Lumark XTOR PA OE MAXX LED Flood Light is a high-output, high-bay lighting fixture designed for industrial and commercial applications. It features a die-cast aluminum housing, a polycarbonate lens, and a built-in mounting bracket. The fixture is available in 100W and 150W configurations and is compatible with standard LED modules.

OPERATIONAL FEATURES
• High-output LED technology for long life and energy efficiency.
• Die-cast aluminum housing for durability and heat dissipation.
• Polycarbonate lens for protection and light diffusion.
• Built-in mounting bracket for easy installation.
• Available in 100W and 150W configurations.
• Compatible with standard LED modules.

OPERATIONAL DATA
• Input Voltage: 120V AC
• Output Power: 100W / 150W
• Beam Spread: 120°
• Mounting Height: 15' - 25'
• Life Span: 50,000 hours

APPLICATIONS
• Warehouse lighting
• Industrial facility lighting
• Outdoor parking lot lighting
• Security lighting

Lumark
OM - P.V. 425 - Dura

DESCRIPTION
The P.V. 425 - Dura LED Flood Light is a high-output, high-bay lighting fixture designed for industrial and commercial applications. It features a die-cast aluminum housing, a polycarbonate lens, and a built-in mounting bracket. The fixture is available in 100W and 150W configurations and is compatible with standard LED modules.

OPERATIONAL FEATURES
• High-output LED technology for long life and energy efficiency.
• Die-cast aluminum housing for durability and heat dissipation.
• Polycarbonate lens for protection and light diffusion.
• Built-in mounting bracket for easy installation.
• Available in 100W and 150W configurations.
• Compatible with standard LED modules.

OPERATIONAL DATA
• Input Voltage: 120V AC
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• Mounting Height: 15' - 25'
• Life Span: 50,000 hours

APPLICATIONS
• Warehouse lighting
• Industrial facility lighting
• Outdoor parking lot lighting
• Security lighting



MSI GENERAL CORPORATION
P.O. BOX 7
OCOMONOWOC, WI 53066
PHONE: 262-367-3661
FAX: 262-367-7390

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08.26.16 VILLAGE REVIEW SET

PROJECT ADDRESS:
PROJECT NAME
Midwest Composite Technologies
STREET ADDRESS
1050 Walnut Ridge Drive
CITY/STATE / ZIP
Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.18.16
Sheet Title: EXTERIOR LIGHTING PLAN
Sheet Number: C-104
Project Number: P11744

Drawn By: PAA
Project Number: P11744

EXTERIOR LIGHTING PLAN 1" = 30'-0"

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



MANAGERS

MSI GENERAL CORPORATION
P.O. BOX 7
OCONOMOWOC, WI 53066
PHONE: 262-567-3661
FAX: 262-567-7390

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08.26.19 VILLAGE REVIEW SET

PROJECT ADDRESS:
PROJECT NAME:
Midwest Composite Technologies
STREET ADDRESS:
1050 Walnut Ridge Drive
CITY, STATE / ZIP:
Hartland, WI 53029

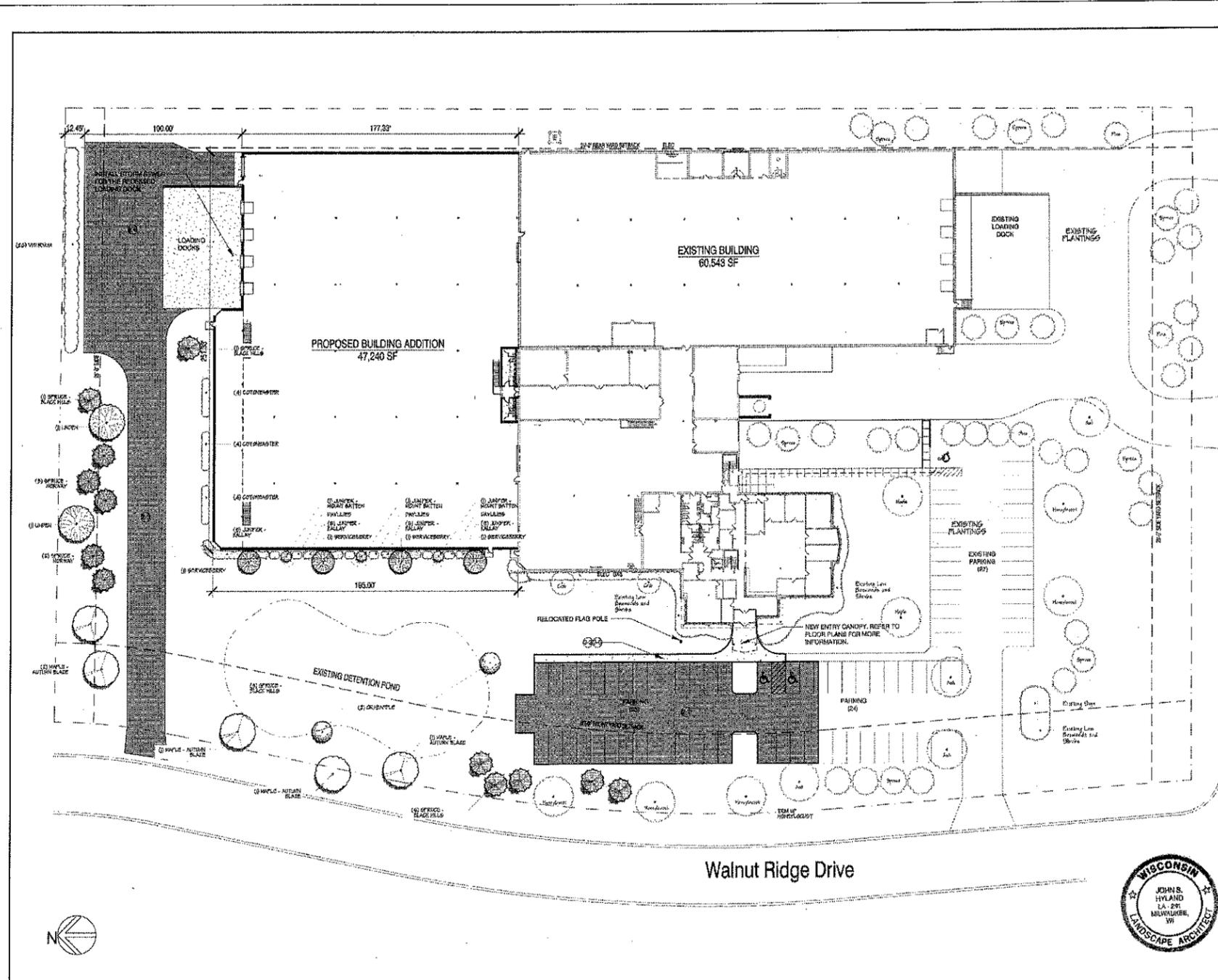
ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.19.19 Drawn By: PAA
Sheet Title: LANDSCAPE PLAN
Sheet Number: C-105
Project Number: P11744

ENGINEER'S

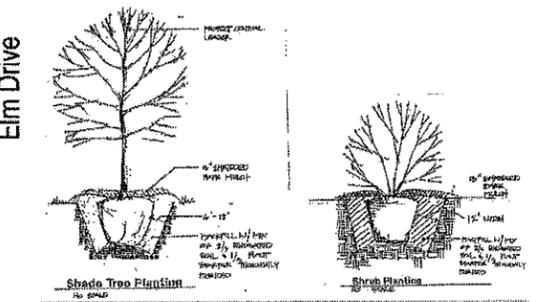
CONTRACTORS

ARCHITECTS



PLANT LIST

QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
2	CRABAPPLE - PRAIRIE FIRE	<i>Malus Prairie Fire</i>	18"
8	MAPLE - AUTUMN BLAZE	<i>Acer x freemanii 'Jefferson'</i>	2"
2	LINDEN	<i>Tilia sp.</i>	2"
4	SERVICEBERRY	<i>Amelanchier sp.</i>	8" M.B.
5	JUNIPER - MOUNTBATTEN	<i>Juniperus horizontalis 'Mountbatten'</i>	4"
7	SPRUCE - BLACK HILLS	<i>Picea glauca 'Parvata'</i>	15"
8	SPRUCE - NORWAY	<i>Picea abies</i>	15"
12	COTONEASTER - PERING	<i>Cotoneaster 'Pering'</i>	5"
24	JUNIPER - KALLAY	<i>Juniperus procumbens 'Kallay'</i>	15"
26	VIBURNUM - ARROWWOOD	<i>Viburnum dentatum</i>	5"
30	Happy Returns Daily	<i>Hamamelis 'Happy Returns'</i>	1 gal



GENERAL NOTES

DIGGING
Contact local diggers hotline prior to doing any digging.

MULCHING
Trees and shrubs to receive a 3" layer of shredded hardwood mulch, with no more than 1" of mulch at the base of the tree or shrub.
Perennials are to receive 1" of mulch unless otherwise noted.

SUBSTITUTIONS
Substitution of plant material must be approved by owner and/or Landscape Architect.

PLANT MATERIAL
All plant material will be #1 stock in accordance with the American Nurseryman's Standards.

PLANTING

- A. All trees are to be planted in holes 18" larger in diameter than the root ball of the tree. All shrubs are to be planted in holes 12" larger in diameter than the root ball of the shrub.
- B. Holes are to be backfilled with a mixture of 2/3 original soil and 1/3 plant starter.
- C. Trees and shrubs are to be planted with fertilizer packets.
- D. Evergreen trees (6" or larger) are to be staked with 2 stakes and straps.
- E. Trees and ornamentals may be staked. Contractor responsible for trees that move or shift in the hole.
- F. Perennial and annual beds are to be amended with 2-3" of plant starter, re-filled to a depth of 6".
- G. All areas disturbed by landscape construction are to be seeded or sodded. Seeding will require 5 lbs. of seed per 1000sq. Starter fertilizer should be used at the rate of 4lbs/1000sq.

NOTE: Plat of survey for this property is provided by others. Hawks Nursery takes no responsibility for the accuracy thereof and none should be assumed.

HAWKS LANDSCAPE
SINCE 1972
LANDSCAPE ARCHITECTURE
DESIGN & CONSTRUCTION
LANDSCAPE MAINTENANCE
TREE CARE & REMOVAL

12217 W. Watertown Plank Rd.
Wauwatosa, WI 53226
Phone: 414-258-5525
Fax: 414-258-9739
hawkslandscape.com
info@hawkslandscape.com

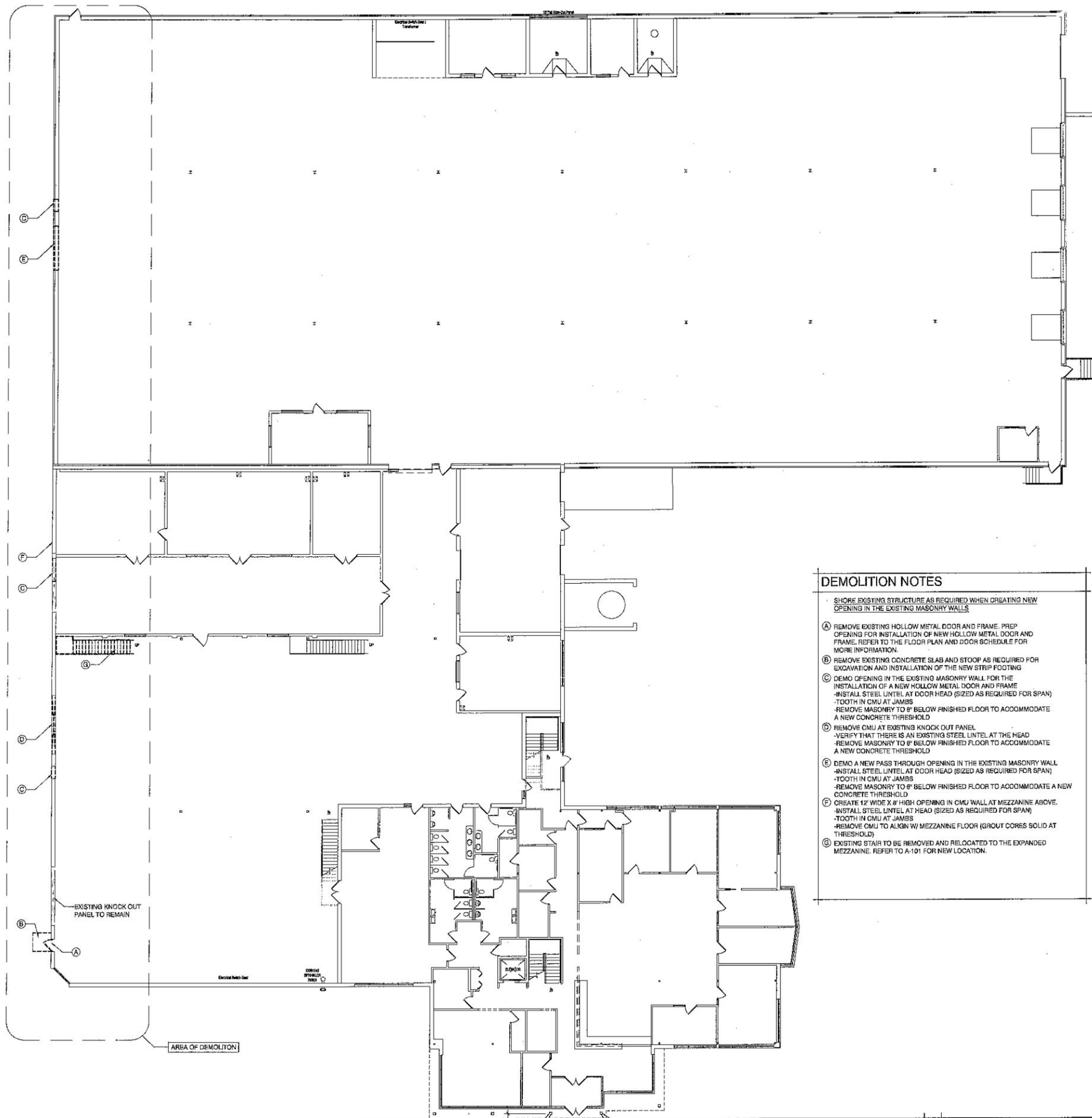
MIDWEST COMPOSITE TECHNOLOGIES
1050 WALNUT RIDGE DRIVE - HARTLAND, WI 53029

This plan is the property of Hawks Landscape and cannot be used without written permission.

Steve Hyland
Designed By
8/24/16
Date
1" = 30'
Scale

Revisions:
Date: 8/30/16
Description:
Sheet #: 1 of 1
Project:

LANDSCAPE PLAN 1" = 30'-0"



DEMOLITION NOTES

SHORE EXISTING STRUCTURE AS REQUIRED WHEN CREATING NEW OPENING IN THE EXISTING MASONRY WALLS

A REMOVE EXISTING HOLLOW METAL DOOR AND FRAME. PREP OPENING FOR INSTALLATION OF NEW HOLLOW METAL DOOR AND FRAME. REFER TO THE FLOOR PLAN AND DOOR SCHEDULE FOR MORE INFORMATION.

B REMOVE EXISTING CONCRETE SLAB AND STOOP AS REQUIRED FOR EXCAVATION AND INSTALLATION OF THE NEW STRIP FOOTING

C DEMO OPENING IN THE EXISTING MASONRY WALL FOR THE INSTALLATION OF A NEW HOLLOW METAL DOOR AND FRAME
 -INSTALL STEEL LINTEL AT DOOR HEAD (SIZED AS REQUIRED FOR SPAN)
 -TOOTH IN CMU AT JAMBS
 -REMOVE MASONRY TO 8" BELOW FINISHED FLOOR TO ACCOMMODATE A NEW CONCRETE THRESHOLD

D REMOVE CMU AT EXISTING KNOCK OUT PANEL
 -VERIFY THAT THERE IS AN EXISTING STEEL LINTEL AT THE HEAD
 -REMOVE MASONRY TO 8" BELOW FINISHED FLOOR TO ACCOMMODATE A NEW CONCRETE THRESHOLD

E DEMO A NEW PASS THROUGH OPENING IN THE EXISTING MASONRY WALL
 -INSTALL STEEL LINTEL AT DOOR HEAD (SIZED AS REQUIRED FOR SPAN)
 -TOOTH IN CMU AT JAMBS
 -REMOVE MASONRY TO 8" BELOW FINISHED FLOOR TO ACCOMMODATE A NEW CONCRETE THRESHOLD

F CREATE 12' WIDE X 8' HIGH OPENING IN CMU WALL AT MEZZANINE ABOVE.
 -INSTALL STEEL LINTEL AT HEAD (SIZED AS REQUIRED FOR SPAN)
 -TOOTH IN CMU AT JAMBS
 -REMOVE CMU TO ALIGN W/ MEZZANINE FLOOR (GROUT CORRS SOLID AT THRESHOLD)

G EXISTING STAIR TO BE REMOVED AND RELOCATED TO THE EXPANDED MEZZANINE. REFER TO A-101 FOR NEW LOCATION.

REFERENCE KEYNOTES

Division 01- General
 01100 - GENERAL NOTES
 01200 - EXISTING CONDITIONS

Division 02- Site
 02100 - EXISTING SITE PREP
 02200 - EXISTING SITE PREP
 02300 - EXISTING SITE PREP

Division 03- Concrete
 03100 - CONCRETE
 03200 - CONCRETE
 03300 - CONCRETE
 03400 - CONCRETE
 03500 - CONCRETE
 03600 - CONCRETE
 03700 - CONCRETE
 03800 - CONCRETE
 03900 - CONCRETE

Division 04- Masonry
 04100 - MASONRY
 04200 - MASONRY
 04300 - MASONRY
 04400 - MASONRY
 04500 - MASONRY
 04600 - MASONRY
 04700 - MASONRY
 04800 - MASONRY
 04900 - MASONRY

Division 05- Metals
 05100 - METALS
 05200 - METALS
 05300 - METALS
 05400 - METALS
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 05600 - METALS
 05700 - METALS
 05800 - METALS
 05900 - METALS

Division 06- Woods and Plastics
 06100 - WOODS AND PLASTICS
 06200 - WOODS AND PLASTICS
 06300 - WOODS AND PLASTICS
 06400 - WOODS AND PLASTICS
 06500 - WOODS AND PLASTICS
 06600 - WOODS AND PLASTICS
 06700 - WOODS AND PLASTICS
 06800 - WOODS AND PLASTICS
 06900 - WOODS AND PLASTICS

Division 07- Thermal/Moisture Protection
 07100 - THERMAL/MOISTURE PROTECTION
 07200 - THERMAL/MOISTURE PROTECTION
 07300 - THERMAL/MOISTURE PROTECTION
 07400 - THERMAL/MOISTURE PROTECTION
 07500 - THERMAL/MOISTURE PROTECTION
 07600 - THERMAL/MOISTURE PROTECTION
 07700 - THERMAL/MOISTURE PROTECTION
 07800 - THERMAL/MOISTURE PROTECTION
 07900 - THERMAL/MOISTURE PROTECTION

Division 08- Doors and Windows
 08100 - DOORS AND WINDOWS
 08200 - DOORS AND WINDOWS
 08300 - DOORS AND WINDOWS
 08400 - DOORS AND WINDOWS
 08500 - DOORS AND WINDOWS
 08600 - DOORS AND WINDOWS
 08700 - DOORS AND WINDOWS
 08800 - DOORS AND WINDOWS
 08900 - DOORS AND WINDOWS

Division 09- Finishes
 09100 - FINISHES
 09200 - FINISHES
 09300 - FINISHES
 09400 - FINISHES
 09500 - FINISHES
 09600 - FINISHES
 09700 - FINISHES
 09800 - FINISHES
 09900 - FINISHES

Division 10- Misc
 10100 - MISCELLANEOUS
 10200 - MISCELLANEOUS
 10300 - MISCELLANEOUS
 10400 - MISCELLANEOUS
 10500 - MISCELLANEOUS
 10600 - MISCELLANEOUS
 10700 - MISCELLANEOUS
 10800 - MISCELLANEOUS
 10900 - MISCELLANEOUS



MSI GENERAL CORPORATION
 P.O. BOX 7
 COONWISCONSIN, WI 53066
 PHONE: 262-567-5651
 FAX: 262-567-7390

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06.28.16 VILLAGE REVIEW SET

PROJECT ADDRESS:

PROJECT NAME:
 Midwest Composite Technologies
 STREET ADDRESS:
 1050 Walnut Ridge Drive
 CITY/STATE/ZIP:
 Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 06.19.16	Drawn By: FAA
Sheet Title: DEMOLITION PLAN	
Sheet Number: A-001	
Project Number: P11744	P11744

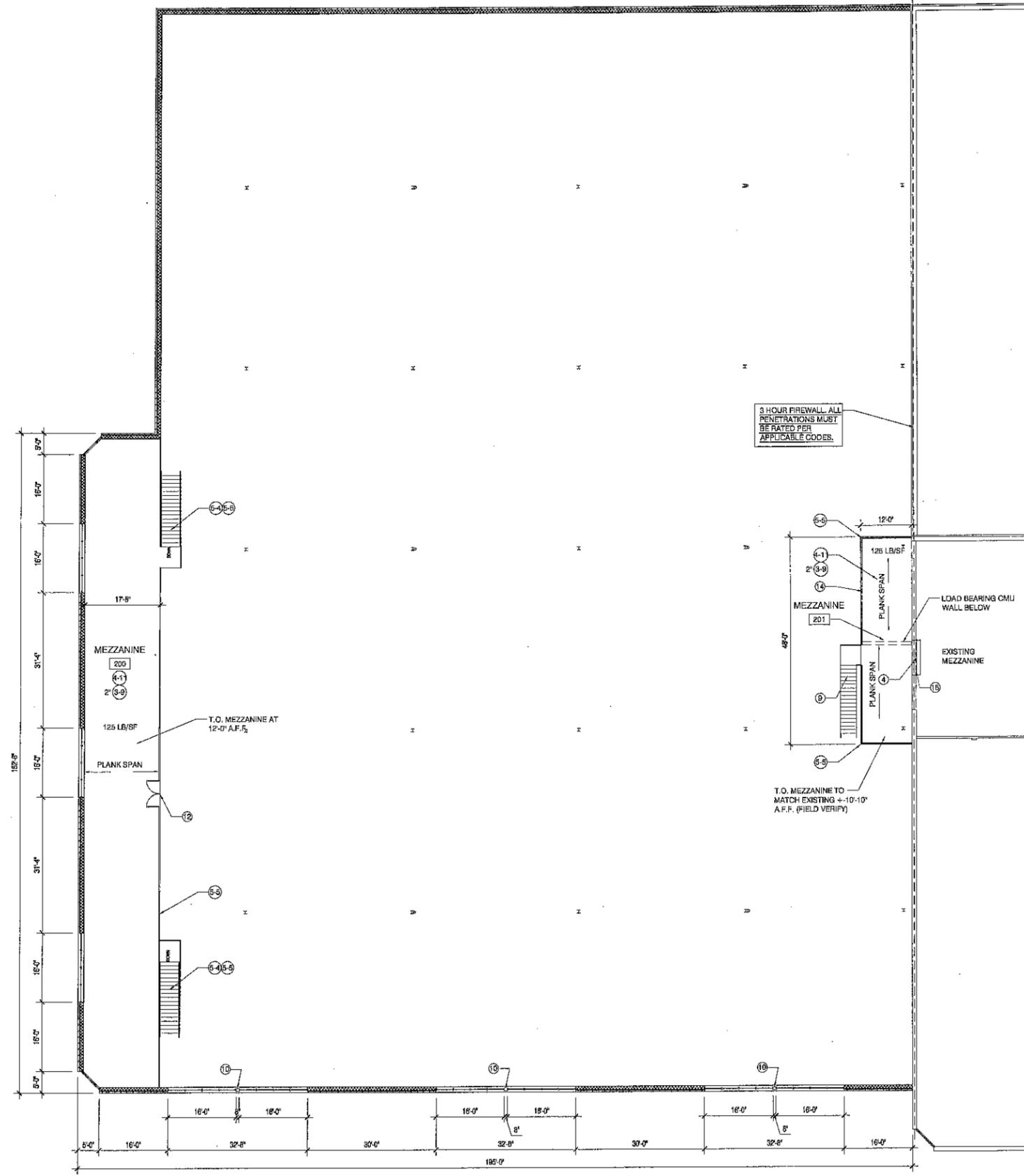
DEMOLITION PLAN 3/32" = 1'-0"

MANAGERS

ENGINEERS

CONTRACTORS

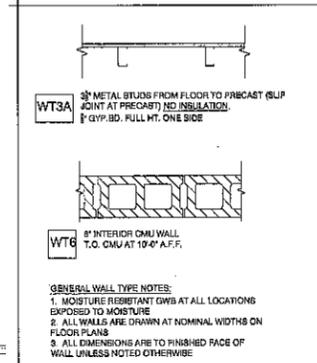
ARCHITECTS



CONSTRUCTION NOTES

- GENERAL NOTES**
 RETURN BRICK OR DECORATIVE BLOCK TO THE FACE OF THE CMU BACK UP AT THE JAMBS OF ALL MASONRY OPENINGS.
- KEYED NOTES**
- 1 ROOF CONDUCTOR
 - 2 12" X 14" X 3 HOUR RATED FIRE SHUTTER
 - 3 16" X 12" X 3 HOUR RATED FIRE SHUTTER
 - 4 8" X 8" X 3 HOUR RATED FIRE SHUTTER
 - 5 4" THICK CONCRETE SLAB W/ FULL FOUNDATION
 - 6 STEEL BEAM LINTEL AT 8'-0" A.F.F.
 - 7 2" X 4" HIGH CONCRETE FILLED STEEL PIPE BOLLARD (PAINTED)
 - 8 POURED CONCRETE RETAINING WALL W/ STEEL PIPE GUARD RAIL (PAINTED)
 - 9 RELOCATED STEEL STAIR
 - 10 STEEL COLUMN WRAPPED IN BREAK METAL TO MATCH GLAZING FRAMES
 - 11 DROP TOP OF FOOTINGS AT LOADING DOCK WALLS TO 8'-0" BELOW FINISHED FLOOR
 - 12 PAINTED STEEL PIPE SWING GATE AT MEZZANINE
 - 13 SIZE FOOTINGS ALONG COLUMN LINE N7 TO AVOID THE EXISTING STORM SEWER PIPING
 - 14 8" WIDE SECTION OF REMOVABLE GUARD RAIL
 - 15 THE EXISTING KNOCK OUT PANEL BEAM WILL NEED TO BE REMOVED AND A NEW STEEL LINTEL WILL NEED TO BE INSTALLED IN ORDER TO CREATE THE NEW 8'X8' WIDE OPENING

WALL TYPES



REFERENCE KEYNOTES

Division 01-General
Division 02-Site
Division 03-Concrete
Division 04-Masonry
Division 05-Metals
Division 06-Woods and Plastics
Division 07-Thermal/Moisture Protection
Division 08-Doors and Windows
Division 09-Finishes
Division 10-Misc



MSI GENERAL CORPORATION
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PROJECT ADDRESS:

PROJECT NAME
 Midwest Composite Technologies
 STREET ADDRESS
 1050 Walnut Ridge Drive
 CITY/STATE / ZIP
 Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 06.19.16 Drawn By: PAA
 Sheet Title: ADDITION MEZZANINE & UPPER WALL PLAN
 Sheet Number: A-104
 Project Number: P11744

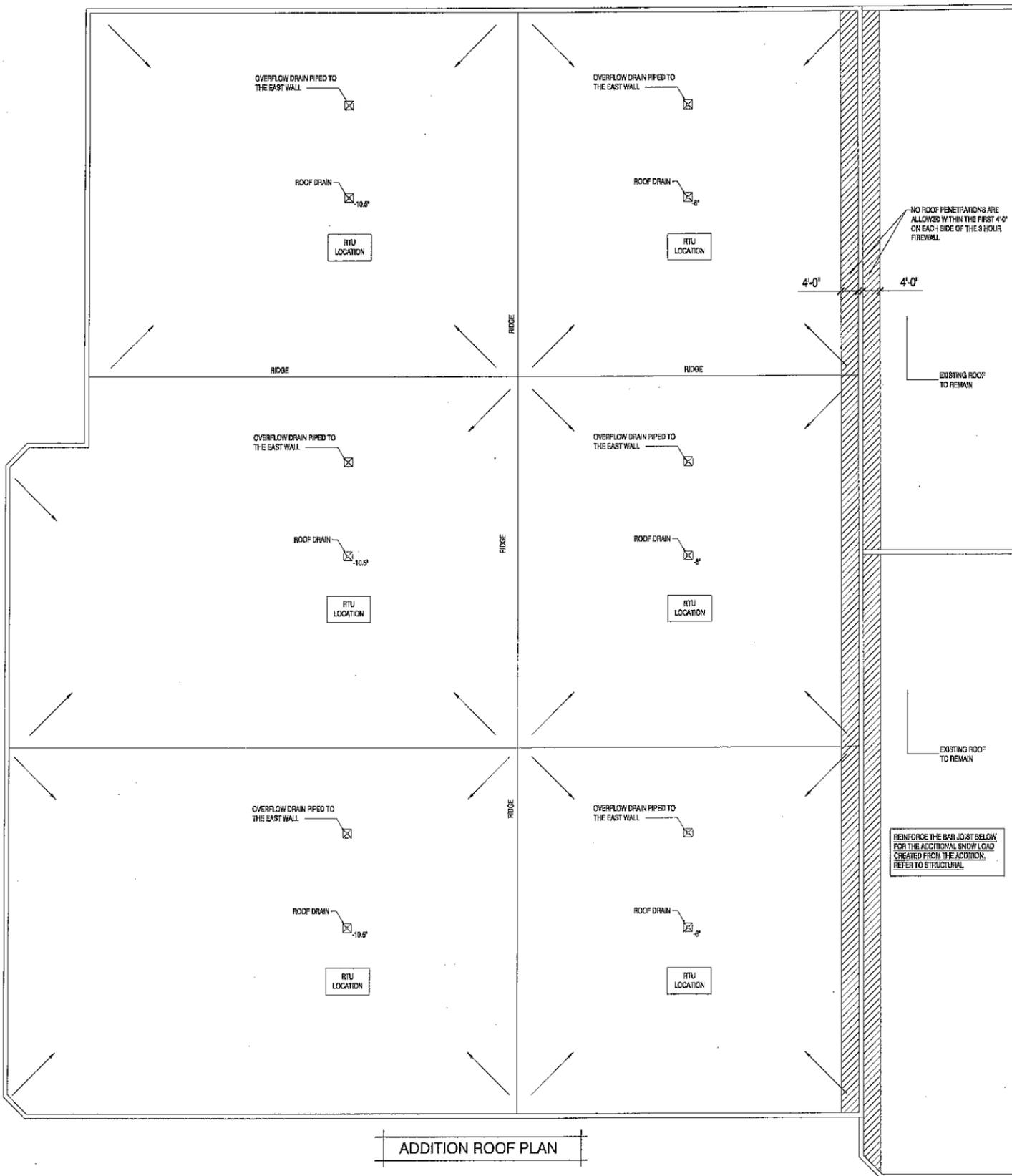
MEZZANINE & UPPER WALL PLAN 3/32" = 1'-0"

MANAGERS

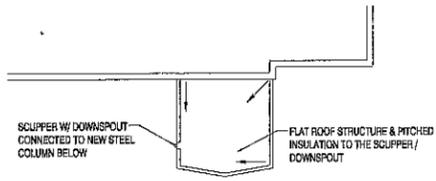
ENGINEERS

CONTRACTORS

ARCHITECTS



ADDITION ROOF PLAN



NEW ENTRY ROOF PLAN

ROOF PLAN

3/32" = 1'-0"

REFERENCE KEYNOTES	
Division 01- General	SEE PROJECT SPECIFICATIONS
Division 02- Site	SEE PROJECT SPECIFICATIONS
Division 03- Concrete	CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED
Division 04- Masonry	CONCRETE MASONRY SHALL BE CONSTRUCTED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED
Division 05- Metals	ALL METALS SHALL BE GALVANNEAL UNLESS OTHERWISE NOTED
Division 06- Woods and Plastics	WOOD SHALL BE DRY LUMBER UNLESS OTHERWISE NOTED
Division 07- Thermal/Moisture Protection	INSULATION SHALL BE INSTALLED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED
Division 08- Doors and Windows	DOORS AND WINDOWS SHALL BE INSTALLED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED
Division 09- Finishes	FINISHES SHALL BE INSTALLED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED
Division 10- Misc	MISCELLANEOUS ITEMS SHALL BE INSTALLED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED



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OCONOMOWOC, WI 53066
PHONE: 262-567-5661
FAX: 262-567-7390

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08.28.18 VILLAGE REVIEW SET

PROJECT ADDRESS:
PROJECT NAME
Midwest Composite Technologies
STREET ADDRESS
1050 Walnut Ridge Drive
CITY/STATE / ZIP
Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.19.18
Sheet Title: ROOF PLAN
Sheet Number: A-105
Project Number: P11744

Drawn By: PAA

MANAGERS ENGINEERS CONTRACTORS ARCHITECTS



MANAGERS

MSI GENERAL CORPORATION
P.O. BOX 100
WISCONSIN
GLONOMO WOC, WI 53066
PHONE: 262-367-3661
FAX: 262-367-7890

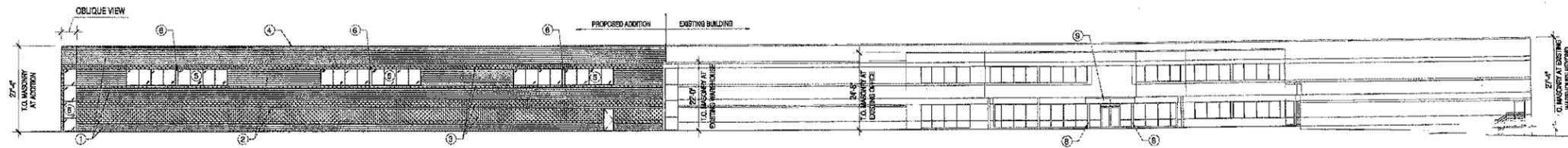
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ENGINEERS

CONTRACTORS

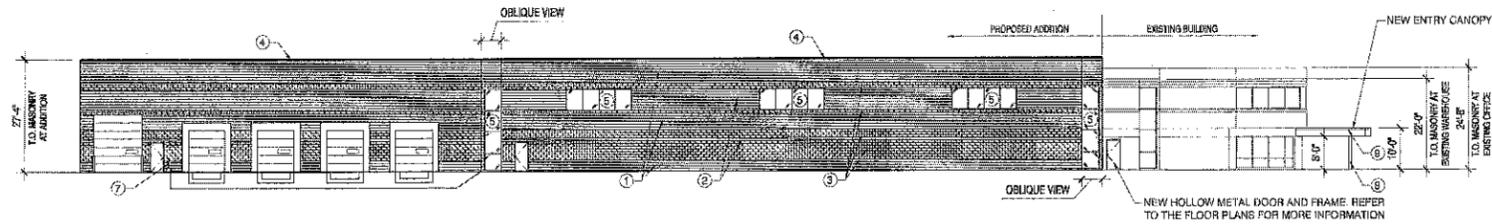
ARCHITECTS



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION

ELEVATION NOTES

- ① BRICK #1 SIZE AND COURSING TO MATCH EXISTING (UTILITY BRICK 4" X 4" X 12" SIOUX CITY COPPERTONE VELOUR) FIELD VERIFY
- ② BRICK #2 SIZE AND COURSING TO MATCH EXISTING (UTILITY BRICK 4" X 4" X 12" SIOUX CITY FINE ART VELOUR) FIELD VERIFY
- ③ CMU SIZE AND COURSING TO MATCH EXISTING (PRE-COLORED SPLIT-FACE VANILLA) FIELD VERIFY
- ④ PRE-FINISHED METAL GRAVEL STOP. COLOR TO MATCH EXISTING (FIELD VERIFY)
- ⑤ 1" TINTED INSULATED GLASS IN ALUMINUM FRAMING. ENTIRE SYSTEM TO MATCH EXISTING (FIELD VERIFY)
- ⑥ 6X8 STEEL TUBE COLUMN WRAPPED WITH BREAK METAL TO MATCH GLAZING FRAMES
- ⑦ POURED CONCRETE RETAINING WALL W/ STEEL PIPE GUARD RAIL (PAINTED)
- ⑧ 6X8 STEEL COLUMN AT NEW FRONT ENTRY CANOPY (PAINTED)
- ⑨ BREAK METAL FASCIA AND PRE-FINISHED METAL COPING AT NEW FRONT ENTRY CANOPY (COLOR TO MATCH GLAZING FRAMES)

Date: 08.16.16 Drawn By: PAA
 Sheet Title: ELEVATIONS
 Sheet Number: A-201
 Project Number: P11744







URCE RESPONSIBILITY™

MIDWEST COMPOSITE TECHNOLOGIES AD

VIEW LOOKING SOUT

September 14, 2016

Mr. Robert Davy P.E.
Lake County Engineering, Inc.
970 South Silver Lake Street, Suite 105
Oconomowoc, WI 53066

Re: Village of Hartland
Midwest Compost – Plan Review Letter

Dear Mr. Davy:

The Village of Hartland's Staff as well as Ruekert & Mielke, Inc. has reviewed your site plan submittal. The submittal included the following: storm water management plan dated September 6, 2016; and construction plans dated August 19, 2016. We are providing the following comments as guidance and direction for your design staff in preparation of final documents. **Please respond to the comments below, in writing, with your next submittal. Village Staff is willing to meet with you regarding these comments.**

Storm Water Management Plan

1. A maintenance plan and agreement covering the storm water facilities (all control practices) on the entire site must be completed and recorded with the County.
2. The infiltration rate that was determined by the field test must be divided by a correction factor in accordance to WDNR Technical Standard 1002. Please provide the geotechnical report of the preformed soil test.
3. The WinSlamm model should be updated accordingly:
 - Model the site as industrial.
 - The impervious/permeable areas modeled within the WinSlamm basins 1, 2, 3 & 4 do not equate to the total value depicted in drainage basin area C.
 - The areas of acreage for the control practices versus the drainage basins do not match. Please show the links between the grass swales and catch basin cleaning CP#1. Since it appears that the new development will exceed the 80% TSS reduction requirements, it is recommended to model the new site as a single basin entering the infiltration basin as its only control practice for simplicity.
 - Update the infiltration rate in accordance to WDNR Technical Standard 1002.
 - The soil type for the landscape areas should be silty.
4. Model with frozen and/or failed condition for the pond and identify what would happen and overflow routes.
5. Provide proposed storm sewer sizing calculations.

Mr. Robert Davy, P.E.
Construction Plan Review
September 14, 2016
Page 2

Title Sheet (G-001)

1. A professional engineer licensed in the State of Wisconsin should stamp and seal the construction plans.
2. Provide the names and contact info for the plan Designers and Owner.

Site Plan (C-101)

1. Show dimensions for parking lot and stalls
2. Show handicap ramp, warning panels, handicap signs and posts for both areas of accessible parking.
3. Provide spot grades for the handicap ramp to ensure ADA compliance.
4. Provide information regarding how the storm sewer on the north end of the existing building being re-routed.
5. Upsize the text size for the reference keynotes, it is hard to read on 11x 17 plan.

Grading and Erosion Control Plan (C-102)

1. It appears that the invert for the northern swale adjacent to the low point in the proposed drive equates to the same elevation of 924.50. Please provide further contour definition to the swale to ensure proper drainage.
2. Revise the spot grade for the driveway approach at the right-of-way of 925.03 to be the high point.
3. Provide the approximate location of the topsoil stockpile.
4. Provide a stone weeper and inlet protection at the outlet structure to prevent sediment from discharging through and its detail.
5. Provide a better depiction of the proposed inlet protection on the plans and install inlet protection to the inlets north of the construction access in Walnut Ridge Drive.

Site Details (C-103)

1. Change the term "City" to "Village" on note #7.
2. Add expansion joint reference to the driveway approach detail adjacent to the existing curb.

Mr. Robert Davy, P.E.
Construction Plan Review
September 14, 2016
Page 3

Exterior Lighting Plan (C-104)

1. Provide light bulb information.
2. Can't read the text/information shown on the plans.

Landscape Plan (C-105)

1. A tree permit will be necessary. The landscape plan does not show the removals and relocated trees as shown on the grading and erosion control plan. Update the plan accordingly to note tree removals (size and species).
2. There appears to be existing and proposed trees within the proposed swales bottoms. Update the design so that the swale bottoms is not obstructed by the landscaping.

Exterior Elevations (A-201)

1. Include information regarding the roof-top mechanics and screening devices.

Summary

The following are remaining submittals/permits that the applicant will need to provide to complete the Village approval process:

1. Provide 2 paper copies of the final Storm Water Management Plan and Construction Drawings stamped by a Professional Engineer – submit 2 final copies with all relevant information from previous submittals included.
2. Village storm water permit and erosion control permit.
3. Village tree protection permit.
4. Village curb cut/right-of-way permit.
5. Building permit.
6. WDNR NOI Permit.

Mr. Robert Davy, P.E.
Construction Plan Review
September 14, 2016
Page 4

The applicant will be required to obtain any other permits determined to be necessary.

If you have any questions, comments or concerns, please feel free to contact our office.

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

RTA:sjs

cc: David Cox, Village of Hartland
Michael Einweck, P.E., Village of Hartland
Scott Hussinger, Village of Hartland
File



ADMINISTRATION
 210 COTTONWOOD AVENUE
 HARTLAND, WI 53029
 PHONE (262) 367-2714
 FAX (262) 367-2430

**APPLICATION FOR
 PLAN COMMISSION**

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION *pd a/a/16*

Project Description				Convert building into a coffee shop on the first floor. Two exist. apts on 2nd floor to remain. Exterior changes: replace doors, remove window, modifications to front porch, add handrail to exist. ramp, trash enclosure			
Proposed Use			Coffee Shop		No. of Employees		8 total
Project Location							
150 E. Capitol Drive							
Project Name							
Birch & Banyan Coffee							
Owner				Phone			
Jessie Senglaub				262-370-4953			
Address				City		State	Zip
102 N. Water St. Unit 604				Milwaukee		WI	53202
Engineer/Architect				Phone		FAX	
Schroeder & Holt Architects				414-276-1760		414-276-1764	
Address				City		State	Zip
311 E. Chicago Street, Suite 310				Milwaukee		WI	53202
Contact Person		Phone		FAX		E-mail	
Brooke Borelli		414-276-1760		414-276-1764		bborelli@sha-a2k.com	

*Rept
176475*

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Date Applied: 9/9/16	Date of Meeting: 9/19/16	Return Comments by:
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**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD**

Job Address 150 E. Capitol Drive			
Lot	Block	Subdivision	Key No. HAV
Owner Jessie Sengaub		EMAIL jessie.sengaub@gmail.com	Phone 262-370-4953
Address 102 N. Water St. Unit 604		City Milwaukee	State WI Zip 53202
Contractor 12 Gauge Construction		Phone 262-468-4737 FAX 262-448-4738	EMAIL jimw@12gcc.com
Address 1223 W. Linden Rd. #2		City Ixonia	State WI Zip 53036

The Architectural Board meets on the **THIRD MONDAY** of the Month at 7:00 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for filing is on the **SECOND MONDAY** of the month at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

Commercial/Industrial/Multifamily:

- Three bound sets of plans (one of the sets must be reduced to a maximum size of 11" x 17"). Plans must show all sides of building, materials and colors, exterior HVAC locations, appearance, and dumpster location.
- Three site plans. Plans must be dimensioned.
- Three landscape plans.
- Three exterior lighting plans. Include type, location, number and wattage of fixtures.

Signs:

- Three renderings (one of the renderings must be reduced to a maximum size of 11" x 17"). Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Three site plans. Not required for wall signs. Plans must be dimensioned.
- Three sets of lighting details. Include type, location, number, and wattage of fixtures.
- Submit Sign Permit Application

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: 9/9/16 Date of Meeting: 9/19/16 Item No. _____



TRANSMITTAL

To: Village of Hartland

Project: Birch & Banyan Coffee
150 E. Capitol Drive

Attn: David Cox

Job No.: 3770

Date: 9/9/16

Sent via: Delivery

We are sending you

Attached Under separate cover via _____ the following items:

Shop Drawings Prints/Plans Samples Specifications Change Orders

Other: _____

Copies	Description
4	11x17 A2.0 & SP1.0
1	Full Size A2.0 & SP1.0
1	Check # 033634 for \$300 from Schroeder & Holt Architects
1	Application for Architectural Board
1	Application for Plan Commission

These are transmitted as checked below:

- For your use Approved as submitted Resubmit Copies for approval
 As requested Approved as noted Submit Copies for distribution
 For your review Returned for corrections Return Corrected prints

Remarks: PDF copies of the drawings will also be emailed to you and Scott Hussinger. Feel free to contact me with any questions or concerns. Thank you!

Signed:  Copies to:
Brooke Borelli

Executive Summary

I. Objectives

- Integrate into community scene
- Become a destination for the town

II. Keys to Success

- Location that will draw in heavy foot traffic and become a destination for the area
- Marketing efforts that will attempt to build a loyal following
- Strict training so that employees represent the best the shop has to offer

III. Mission

I want my shop to be a neighborhood destination in the Village of Hartland. It will be a place where people will both spend time with their friends and family and feel comfortable having business meetings. The store will be welcoming, inviting, and aesthetically pleasing. My shop will integrate closely into the community and be an active part of events and activities.

Company Summary

I. Company Ownership

The real estate will be housed under JAS Coffee, LLC, and the business will live under Birch & Banyan Coffee, LLC, the governing body owned by myself, Jessie Senglaub. I will be the manager and make both day-to-day and large decisions.

II. Start-Up Summary

a. General Rules of Thumb

- Rent/Mortgage: no more than 15% of projected sales
- Equipment:
- Coffee, milk, syrups, bakeries, etc.: no more than 40% of projected sales
- Professional fees
- Payroll costs: no more than 30-35% of projected sales
- Principal and interest costs
- Income taxes: about 35% of operating profit
- Other (business insurance, supplies, licenses and permits, office supplies, utilities, advertising, repairs and maintenance)
- *See Startup Budget and costs breakdown at the end of this document

III. Location

The location I have found is ideal in the Village of Hartland. The city in general is rapidly growing, and on track to diversify their demographics and available businesses. As of 2013 the population was 9,192 people, with a median income at \$68,864 and a median home value at \$244,800, both well above the averages for Wisconsin. It is an affluent city that will pay for a luxury item such as specialty coffee. To the north of the village is Highway 16, where 32,500 cars travel each day. To the south is Highway 94, with 66,300 vehicles, and up to 26,825 vehicles on Highway 83, to the west. In 2007 a Business Improvement District was incorporated, which has been actively working on bringing new businesses to the town

center. The members I have spoken with are incredibly excited about doing anything they can to help my company. I will receive outstanding support from the town.

The address of my shop is 150 E. Capitol Ave. An apartment complex is currently being built directly next door, as part of an overall plan to renovate the Riverwalk section of town. There will be two residential buildings, both on track to have occupancy by the end of 2016. There will be a third, street-facing building that will house approximately 4,000 square feet of retail space. Across the street are a community theater, a daycare, one of the main gas stations in town, an insurance agency, a yoga studio, and several consignment shops. A large residential area is within walking distance. Directly to the west are several restaurants. A US Bank is also next door, sharing a parking lot with the new apartment complex.

The town is also home to several events that bring the community together. The annual parade marches right down Capitol Avenue, meaning that it will pass directly in front of my shop. There is an event each summer with a band that sets up in the middle of the road, again right in front of my shop.

For facilities, I'll need to purchase the equipment and furniture. A few pieces of equipment will be larger investments, and purchased new, such as the espresso machine and grinders. Other items, however, can be purchased used. I'm in the process of looking for these items, along with furniture, from warehouses and auctions.

Products

I'll be selling primarily specialty coffee and coffee drinks. The menu will be similar to a Starbucks, in the sense that it will have a wide variety and be approachable to the average customer. Coffee specifically will be offered via drip method. There will be espresso drinks, such as lattes, mochas, etc. I will also serve teas and smoothies.

My beans will come from Anodyne Coffee, a popular and highly respected roaster in Milwaukee. I have a professional relationship with both the company and my main point of contact there.

I will have a limited amount of food, due to the size of the space allotted for the kitchen. The offerings will be limited to bakery and other snacks. I'll be working with two vendors to supply these options. Sally's Sweet Shoppe, out of Genesee Depot and Delafield, will supply a variety of items, including breads, cheesecakes, cupcakes, kringle, and more. The bakery department of Sentry in Delafield will be my second supplier, and from them I will receive items such as donuts, bagels, scones, and croissants. I will also have a small offering of pre-packaged sandwiches, served in a cooler case.

Market Analysis Summary

I. Market Analysis

- 1.5% of cars driving by will stop
- 5% of those walking by on foot will stop
- 53,987 coffee shops in 2015

- 55,246 coffee shops in 2016
- 68% of coffee drinkers have a cup within the first hour of waking up
- 100 million coffee drinkers in the US

<http://articles.bplans.com/13-tips-open-successful-coffee-shop/>
<http://magazine.coffeetalk.com/april14-start-up-strategies/>
<http://coffeemakersusa.com/how-to-start-a-coffee-shop/>

II. Market Needs

Hartland is a growing market, and through conversations with several residents and business owners I have continually heard that a coffeeshop is highly desired in the area. People have repeatedly told me they would frequent a place where they could get quality coffee, along with spend time with their loved ones or be able to hold a meeting there.

I believe that my store will meet a valuable demand in this town and be met with pleased guests.

Marketing Strategy and Implementation Summary

I. Competitors

My only competition in town will come from two sources. On the other end of the downtown stretch is another coffeeshop, This Great Coffee Place. They are established and have decent business, but they aren't the best quality and have unpredictable hours.

Pink Mocha is another coffeeshop that previously resided near my location, before that building was torn down to make room for the apartment complex. They are relocating to the other part of Hartland, in a strip mall north of Highway 16. Their clientele will come more from customers coming off of the highway and people running errands in the strip mall stores. Pink Mocha is not currently open, but expects to re-open doors in this new location in late spring. I have heard many times that they are very disorganized, lack customer service, and have wait times far exceeded customer expectation.

Other coffeeshops in the general area include Stone Creek Coffee and Starbucks, in Delafield on Hwy 83, along with Roots in downtown Oconomowoc.

II. Competitive Edge

My competitive edge will be a solid location, friendly team, and exceptional cleanliness. I will also be stringent on brands used for drinks. In comparison, some of the shops in the Lake Country area use a lower quality chai tea latte blend and low quality smoothie mix. I will become known as more convenient location, with quality drinks and excellent customer service. I will outshine the competitors with my experience in both the coffee industry and the marketing industry.

III. Marketing Strategy

Ideas:

- Branded merchandise available for sale (i.e. tumblers, mugs, shirts, hats, etc.)
- Discounts/programs where you buy a tumbler and get a discount every use

- Baskets for auctions in the area
- Sponsorships of local teams/leagues
- Joining in community events (i.e. Ladies Night, 20/20 Chamber events)
- Shelf of mugs that are certain people's, Weissgerber thing where you can buy people coffee by putting money in their mug
- Social media (Instagram and Facebook primarily)
- Host meetings there
- Create a website
- Deals with local retailers to carry their products, in exchange for X
- Decal stickers to give away (ones for cars)
- Magnet on my car
- Get in on Neighborhood Coffee Walk with Bella/other places
- Do something with the summer farmer's markets
- Take out ads in different publications
 - Lake Country Reporter
- Hopefully get an article written about my shop in the Lake Country Reporter
- Partnership with nearby businesses, i.e. discount for afternoon of yoga & coffee
- Coupon exchanges in general with different businesses around town
- Bring carafes/samples to different businesses around town
- Discounts for students, seniors, vets, etc. ??
- Book clubs, craft clubs
- Live music on weekends
- Seasonal drinks
- Community giving tree for Christmas presents (like at churches)
- Deals where they bring their morning receipt for a discounted afternoon purchase
- Free Little Library
- Baristas wear t-shirts with clever sayings, and we sell the same shirts in merch

Organization and Management Summary

I. Management Team

I will own and run the shop. I have experience working with several coffeeshops, including Milwaukee Street Traders, Caribou Coffee, and Kickapoo Coffee. I have worked as cashier, barista, supervisor, and manager. For both Milwaukee Street Traders and Kickapoo Coffee, I was involved from the very beginning of these shops. I was the first employee hired for Milwaukee Street Traders, and one of the first hired for Kickapoo Coffee. I'm also the manager for Kickapoo. I'm familiar with the tasks and expectations of the first few days, weeks, and months of having a coffeeshop.

Outside of coffee experience, I have a bachelor's degree from the University of Minnesota-Twin Cities, Carlson School of Management, in marketing and entrepreneurial management. I also have a master's degree from Marquette University in communications, with a focus on advertising and public relations. I worked in digital marketing for the Milwaukee Journal Sentinel and Accelity Marketing, working on tasks such as writing, web development, web design, email marketing, social media, SEO, project management, and more.

Jeff Senglaub will be involved with the management team before the opening of the location. He will be a part of the financial plan for the store, securing the real estate, and more.

Deb Senglaub will be involved with the management team both before the store opening and during the run. She will be a part of the design and build out, along with helping to purchase inventory and equipment.

There are several other professionals associated with this business. Don Murn is my lawyer, Matthew Dolsky, from Ridgestone, is my banker for securing loans, and Steve Ostendorf, with US Bank, will be my banker for day to day operations.

II. Personnel Plan/Staffing Issues

Manager (1) – begin at/around \$10/hour (this will be several months in, once I find someone I feel comfortable with)

Barista/Cashier (5) – begin at/around \$8/hour

Equipment & Supplies List

Item	Brand	Retail Price
Fridge	True	\$2000
Freezer	Saturn FB23F	\$1500
Under-counter fridge	True TUC-48-HC	\$2332.87
Espresso machine	La Marzocco Linea AV	\$10,720
Espresso grinder	Mazzer Super Jolly	\$1230
Coffee grinder	Bunn	\$1008
Decaf coffee grinder	Baratza	\$395
Coffee brewer	Fetco XTS	\$1929
Coffee urns	Bunn	\$60
Dishwasher	Moyer Diebel 383HT	\$4199.99
Toaster oven	Cadco OV-013	\$888.89
Ice machine	Ice-O-Matic ICEU226HA	\$2195
Blender (x2)	Vitamix 748	\$817.46
Hand sink	Saturn	\$175
Three compartment sink	Krowne	\$916.58
Sink equipment	Misc.	\$600
Stereo system	TBD	\$500
TVs	TBD	\$700
Internet router	TBD	\$200
Floor & counter mats	Uline	\$500
Dishes	Fein Bros. & Webstaurant	\$400
Office Supplies	Misc.	\$200
Cleaning Supplies	Misc.	\$100
Uniforms & Aprons	TBD	\$400
Garbage Cans	Fein Bros.	\$500

Shelving	Misc.	\$400
Bakery Case(s)	Webstaurant & Fein Bros.	\$2,000
Furniture	Misc.	\$6,000
Decor	Misc.	\$1,000
		Total:
		\$43,867.79

Construction Plan (See attached spreadsheet)

Total: \$126,051.04

Professional Fees for Startup

Legal Fees	\$1,500
Architect Fees	\$15,000
City Approvals & Permits	\$2,000
Banker Fees	\$3,000
	\$21,500

Initial Inventory

Usable Beans	\$3,802
Retail Beans	\$900
Usable Tea	\$227
Retail Tea	\$127
Bakery	\$190.52
Smoothie Mix	\$515.60
Flavor Syrups	\$185.92
Frappe Mix	\$169.52
Chai Mix	\$51.30
Chocolate Sauces	\$156
Merch	\$350
Miscellaneous supplies (tongs, pitchers, etc.)	\$300
Paper Products for Coffee	\$700
	\$7,674.86

= \$199,093.69

+ \$301,000 Purchase Price for Building

= \$500,093.69

131/133 EAST CAPITOL LLC
420 RAVENSWOOD HILLS CIR
BROOKFIELD WI 53045

ALARCON TRUST
W341S9275 CORNER CT
EAGLE WI 53119-1661

ARKAD GROUP
139 E CAPITOL DR
HARTLAND WI 53029

AUGUST E & DONA J FABYAN 1998
LIVING TRUST
115 E CAPITOL DR
HARTLAND WI 53029-2103

BRASS INVESTMENTS LLC
151 E CAPITOL DR
HARTLAND WI 53029

CAITLIN B SCHWANZ
190 WARREN AVE
HARTLAND WI 53029

CAPITOL MOVE LLC
163 E CAPITOL DR
HARTLAND WI 53029

CRESTHAVEN INVESTMENTS LLP
W330N6209 HASSLINGER DR
NASHOTAH WI 53058

DANIEL YERKE
PAMALA YERKE
202 NORTH AVE
HARTLAND WI 53029

DR K W SCHUMANN
JAMES E LIEBERT
N80W34680 PETERSEN RD
OCONOMOWOC WI 53066

EMANDEMCO LLC
142 E CAPITOL DR STE 300
HARTLAND WI 53029

HARTLAND RIVERWALK LLC
411 W MAIN ST #106
MADISON WI 53703-3105

HOPKINS SAVINGS & LOAN
C/O US BANK-CORPORATE RE TAX
2800 E LAKE ST
MINNEAPOLIS MN 55406

JAMES MUENZENBERGER
LYNN MUENZENBERGER
182 WARREN AVE
HARTLAND WI 53029

JONATHAN WOJCIECHOWSKI
JANET WOJCIECHOWSKI
795 GREENWAY TER
HARTLAND WI 53029

KEVIN BROWN
SHERRY BROWN
198 WARREN AVE
HARTLAND WI 53029

LOUIS D KAISER REVOCABLE TRUST
C/O LOUIS & ANN KAISER
138 NORTH AVE
HARTLAND WI 53029

LT GROUP LLC
250 MONASTERY HILL DR
OCONOMOWOC WI 53066

M&I LAKE COUNTRY BANK
C/O CENTRAL ACCTG #253
770 N WATER ST
MILWAUKEE WI 53202

ORP REAL ESTATE HOLDINGS LLC
PO BOX 278
DOUSMAN WI 53118

P RADNEK
J BOWAN
128 E CAPITOL DR
HARTLAND WI 53029

RENEE M EVERT
170 WARREN AVE
HARTLAND WI 53029

ROBERT F & LINDA J HAMILTON 2010
LIVING TRUST
207 E CAPITOL DR
HARTLAND WI 53029

SHERPERS INC
GARY SHERPER ET AL
N49W34291 ROAD P
OKAUCHEE WI 53069

SSI WALKER PROPERTIES LLC
143 E CAPITOL DR
HARTLAND WI 53029

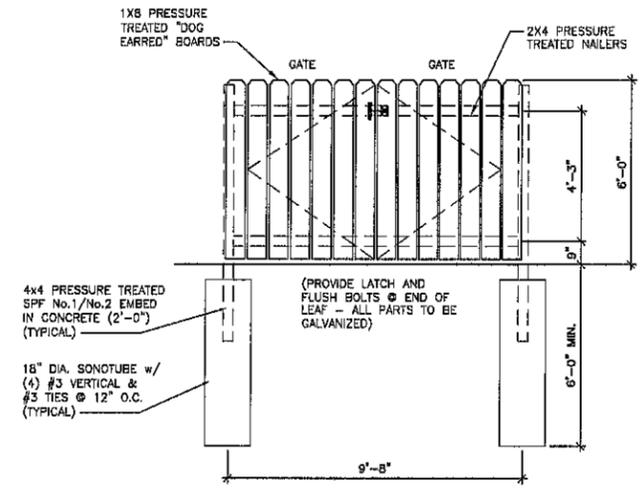
PARKING CALCULATIONS:

USE:	REQUIREMENT:	QUANTITY	REQ. SPACES
"B" RESTAURANT - STAFF	1 PER EVERY 2 EMPLOYEES	8	4
"B" RESTAURANT - CUSTOMER	1 PER EACH 300 SF OF FLOOR AREA	770 SF	2.6
"R" MULTI-FAMILY HOUSING	2 PER 1-BDRM DWELLING UNIT + .25 SPACE FOR GUEST PARKING	2	4.5
TOTAL REQUIRED		12	
SURFACE		6	
ACCESSIBLE SURFACE		1	
TOTAL PROVIDED		7	

LOT COVERAGE CALCULATIONS:

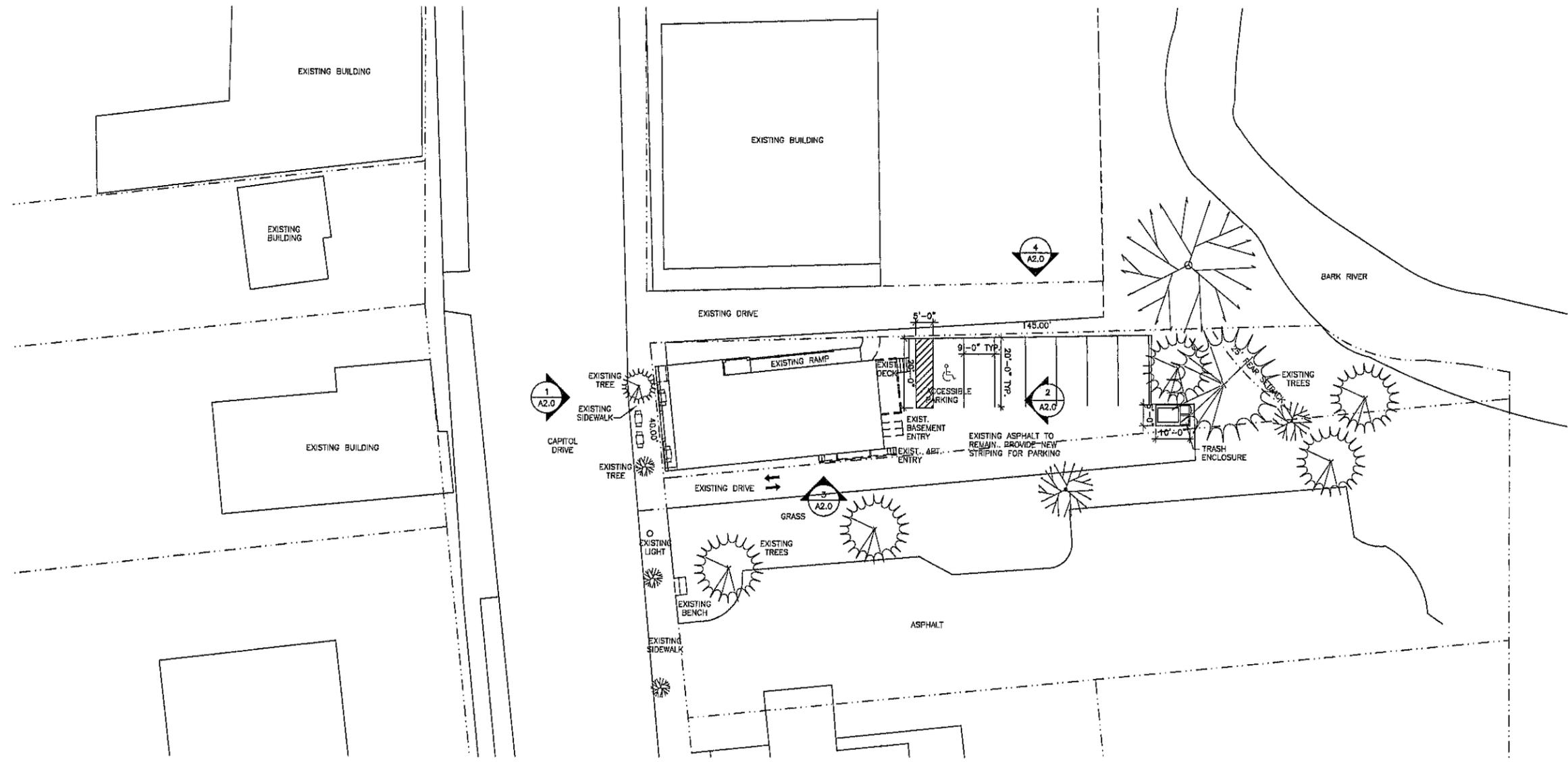
TYPE:	AREA:	PERCENTAGE:
ROOF AREA	1,759 SF	22.5%
HARD SURFACE	2,855 SF	64.3%
OPEN SPACE	2,516 SF	13.2%
TOTAL	7,130 SF	-

TRASH ENCLOSURE FENCE



SCALE: 3/8"=1'-0"

2



FLOOR PLAN

SCALE: 1/4"=1'-0"

1

CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

NO.	DATE	BY	DESCRIPTION

SITE PLAN

SCALE:	SHEET:
PROJECT #:	3770
DRWN BY:	CHKD BY:
BLOG. SUBMITAL:	

SP1.0



4

EAST ELEVATION

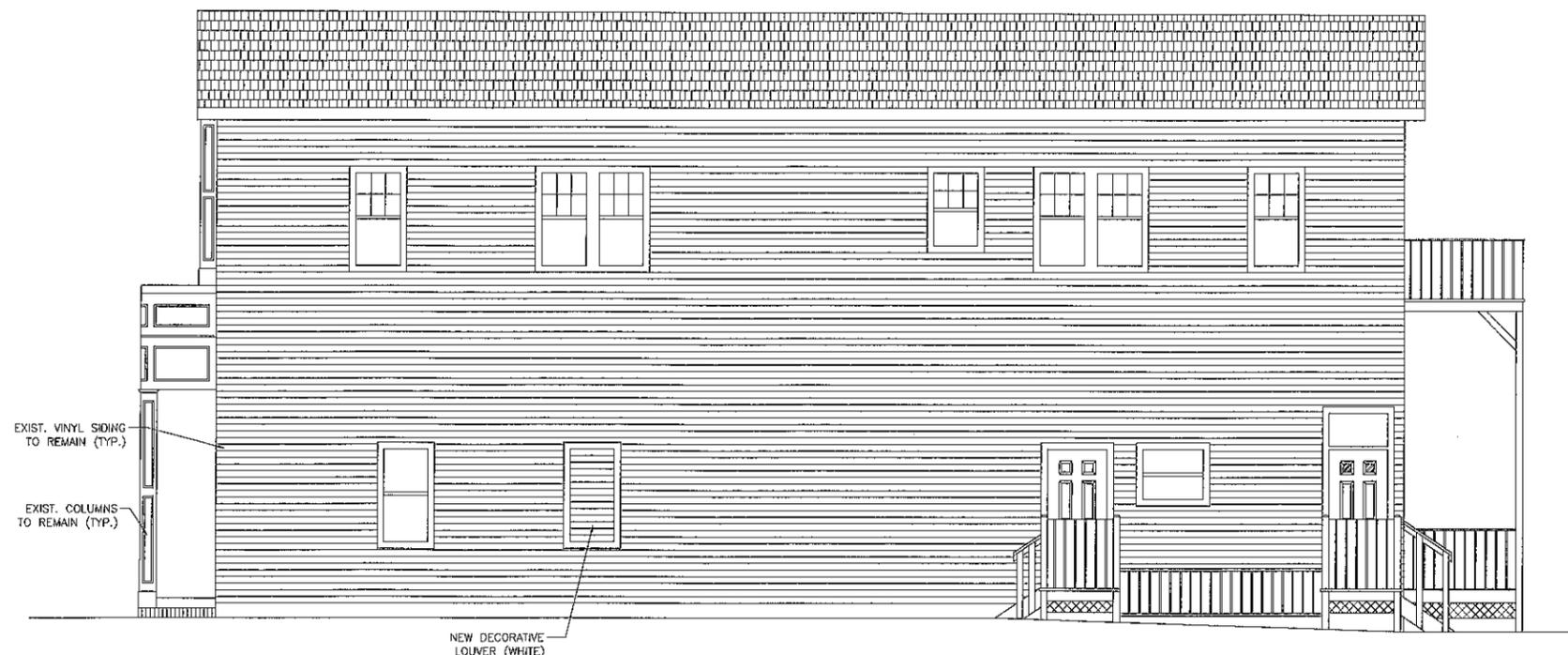
SCALE = 1/4"=1'-0"



2

NORTH ELEVATION

SCALE = 1/4"=1'-0"



3

EAST ELEVATION

SCALE = 1/4"=1'-0"



1

SOUTH ELEVATION

SCALE = 1/4"=1'-0"

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

NO.	DATE	BY	DESCRIPTION
△	9/9/16	BAB	PLAN COMM./ARCH REVIEW BOARD
△			
△			
△			
△			
△			
△			
△			

EXTERIOR ELEVATIONS

SCALE:	SHEET:
PROJECT #:	3770
DRWN BY:	CHKD BY:
BLDG. SUBMITTAL:	

A2.0

GENERAL NOTES - FLOOR PLANS:

- CONTRACTOR TO INSTALL EQUIPMENT PER MANUFACTURER'S REQUIREMENTS.
- WHERE PARTITIONS AND/OR FURRING MEET, MAINTAIN SURFACE FLUSH AND PLUMB.
- ANY HOLES OR PENETRATIONS THROUGH FIRE RATED CONSTRUCTION SHALL BE APPROPRIATELY FIRE STOPPED, DAMPENED, OR SEALED AS REQUIRED BY CODE.
- CONTRACTOR TO PROVIDE SOLID WOOD BLOCKING IN STUD WALLS WHICH ARE TO RECEIVE SURFACE MOUNTED EQUIPMENT, ACCESSORIES, CASEWORK, AND OWNER FURNISHED FURNITURE.
- MAINTAIN WALL ASSEMBLY RATING AT ALL PENETRATIONS/RECESSES (LINE RECESSES WITH FIRE RATED DRYWALL).
- ALL HOLES FOR PLUMBING, ELECTRICAL, HVAC, FIRE PROTECTION CONDUIT, PIPING, OR DUCTWORK ARE TO BE REPAIRED BY THE ASSOCIATED TRADE.
- MECHANICAL, PLUMBING, AND ELECTRICAL WORK IS DESIGN BUILD. SUCH ITEMS ARE SHOWN FOR REFERENCE AND COORDINATION ONLY.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CONTINUOUS UTILITY SERVICE TO ALL SPACES IN THE BUILDING NOT AFFECTED BY THE WORK. ANY DISRUPTION IN SERVICES REQUIRED TO PERFORM WORK OR TO MODIFY EXISTING PIPING DUCTWORK OR ANY ASSOCIATED EQUIPMENT MUST BE COORDINATE WITH OWNER.
- FOR OUTLETS ADDED TO EXTERIOR WALLS, REPAIR VAPOR BARRIER AND MAKE AIR TIGHT. REPAIR INSULATION, AND PATCH GYPSUM BOARD TO MATCH ADJACENT FINISHED SURFACES.
- PROVIDE GFI RECEPTACLES AS REQUIRED BY CODE.
- INTERIOR SIGNAGE, WINDOW TREATMENTS, SHELVING, FOOD SERVICE EQUIPMENT, AND FURNITURE BY OWNER.
- SEE SHEET AX.X FOR WALL TYPES.
- VERIFY WALL CONSTRUCTION WITH WALL TYPES.
- REFER TO DEMOLITION PLANS FOR ITEMS TO BE SALVAGED AND REUSED.
- DRYWALL CEILING TO BE APPLIED TO BOTTOM OF STRUCTURE U.N.O.
- ALL WALL SURFACES TO BE PAINTED U.N.O.

**CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION**

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

NO.	DATE	BY	DESCRIPTION

FLOOR PLAN & DEMO PLAN

SCALE: SHEET:
PROJECT #: 3770
DRAWN BY: CHD BY: **A1.0**
BLDG. SUBMITTAL:

GENERAL NOTES - DEMO PLANS:

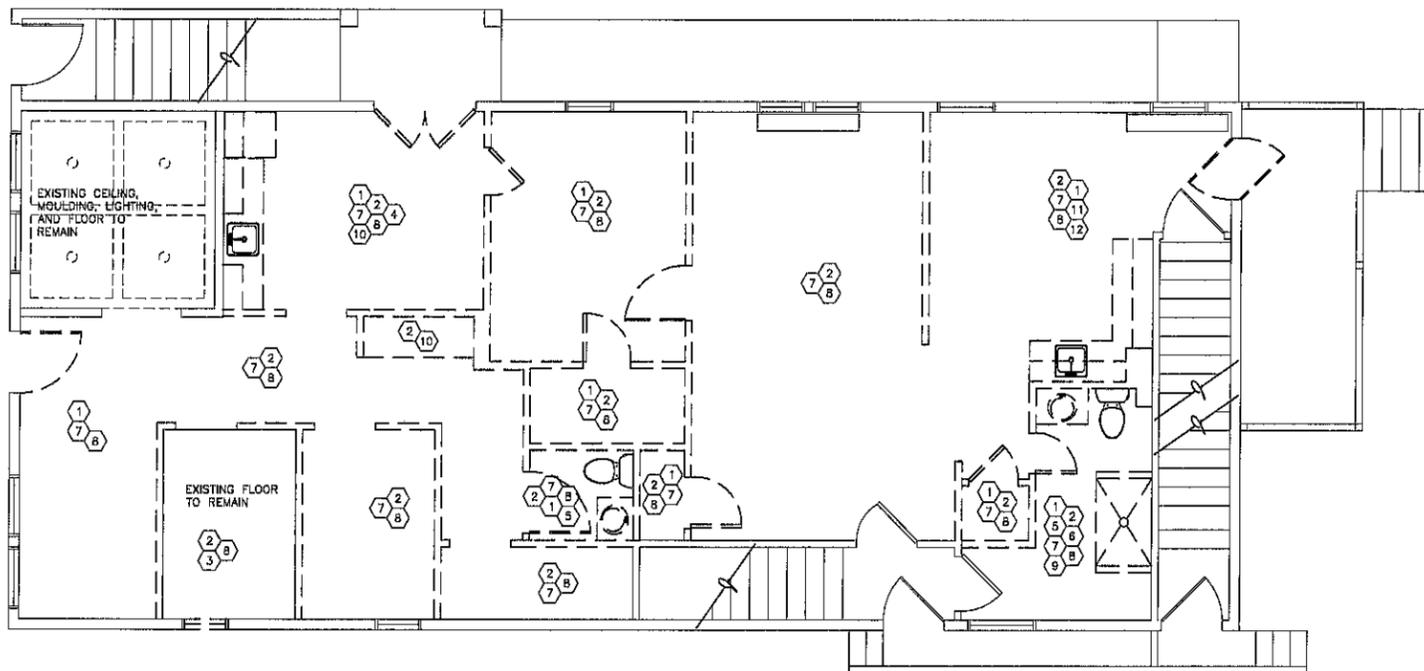
- EACH CONTRACTOR SHALL INCLUDE NECESSARY DEMOLITION AND REMOVAL OF ALL MATERIAL AS REQUIRED TO PERFORM THEIR NEW WORK.
- ALL HOLES FOR PLUMBING, ELECTRICAL, HVAC, FIRE PROTECTION CONDUIT, PIPING, OR DUCTWORK ARE TO BE REPAIRED BY THE ASSOCIATED TRADE.
- REMOVAL OF ALL HAZARDOUS CONTAINING MATERIALS IS THE SOLE RESPONSIBILITY OF THE OWNER. SHOULD ANY MATERIALS BE ENCOUNTERED DURING ANY OF THE CONSTRUCTION PHASES CONTAINING OR SUSPECTED TO BE HAZARDOUS, CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ARCHITECT.
- IN AREAS TO BE REMODELED, OWNER SHALL REMOVE ALL INTERIOR WALL MOUNTED ITEMS NOT ADDRESSED ON PLANS. THESE INCLUDE, BUT ARE NOT LIMITED TO, FURNITURE, ART WORK, TACK BOARD, DECORATIVE SHELVING UNITS, WALL HANGINGS, MIRRORS, OR OTHER ASSOCIATED ITEMS.
- MECHANICAL, PLUMBING, AND ELECTRICAL WORK IS DESIGN BUILD. SUCH ITEMS ARE SHOWN FOR REFERENCE AND COORDINATION PURPOSES ONLY.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CONTINUOUS UTILITY SERVICE TO ALL SPACES IN THE BUILDING NOT AFFECTED BY THE WORK. ANY DISRUPTION IN SERVICES REQUIRED TO PERFORM WORK OR TO MODIFY EXISTING PIPING DUCTWORK OR ANY ASSOCIATED EQUIPMENT MUST BE COORDINATE WITH OWNER.
- PATCH AND REPAIR EXISTING SURFACES AS REQUIRED TO RECEIVE NEW FINISHES.
- CONTRACTOR SHALL CONSTRUCT FIRE RATED ENCLOSURE UP TO THE BOTTOM OF STRUCTURE TO SEPARATED AREAS OF CONSTRUCTION FROM ADJACENT OCCUPIED AREAS OUTSIDE SCOPE OF WORK. (5/8" FIRE RATED DRYWALL, BOTH SIDES OF STUDS W/ 3-1/2" UNFACED FIBERGLASS INSULATION).
- OWNER SHALL NOTIFY CONTRACTOR OR ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO CONSTRUCTION.

DEMO KEY NOTES

- REMOVE DOOR & FRAME ASSEMBLY, INCLUDING ASSOCIATED ANCHORS, AS REQUIRED.
- REMOVE EXISTING WALL ASSEMBLY OR PORTION OF WALL AS SHOWN.
- REMOVE EXISTING WINDOW ASSEMBLY INCLUDING ANCHORS, TRIM, AND SEALANTS.
- REMOVE EXISTING SINK AND FAUCET. SALVAGE FOR REUSE. CAP PLUMBING WHERE REQUIRED.
- REMOVE EXISTING TOILET.
- REMOVE EXISTING SINK AND VANITY. CAP PLUMBING AS REQUIRED.
- REMOVE EXISTING FLOORING, BASE, AND MASTIC AS REQUIRED.
- REMOVE EXISTING LIGHT FIXTURES AS REQUIRED.
- REMOVE EXISTING SHOWER ASSEMBLY. CAP PLUMBING AS REQUIRED.
- REMOVE EXISTING CABINETS. SALVAGE FOR REUSE.
- REMOVE EXISTING WALL AND BASE CABINETS.
- REMOVE EXISTING SINK. CAP PLUMBING AS REQUIRED.

NOTES

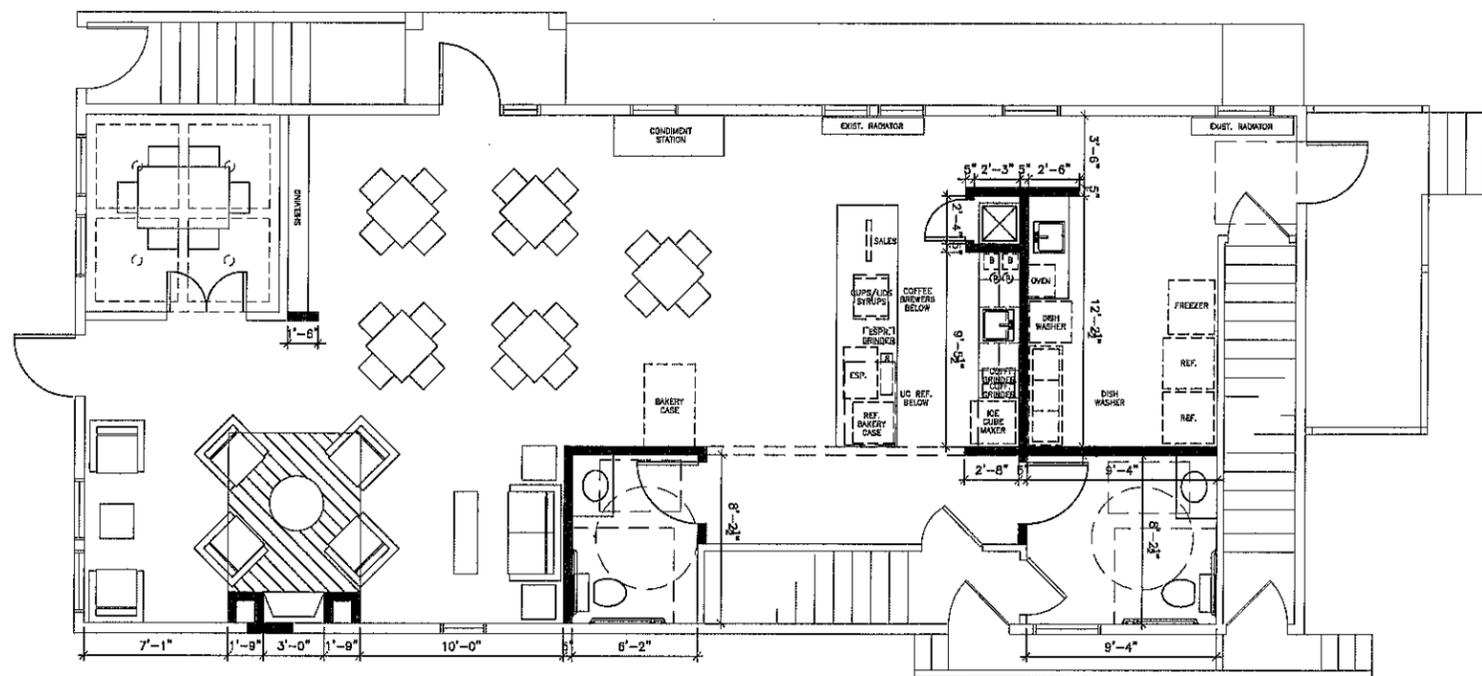
- REFER TO SHEET T1 FOR TYPICAL SYMBOLS AND ABBREVIATIONS.
- INTERIOR PARTITIONS ARE SHOWN AT NOMINAL DIMENSIONS.



DEMO PLAN

SCALE: 1/4"=1'-0"

1



FLOOR PLAN

SCALE: 1/4"=1'-0"

2