

*****REVISED*****
VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 10, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Dorau

Public Comments: (Please be advised the Village Board will receive information from the public for a three minute time period per person, with time extensions per the Village President's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

1. Consideration of a motion to approve Village Board minutes of August 27, 2018.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of applications for Operator's (Bartender) Licenses with a term ending June 30, 2020.
 - b. Consideration of an application for a fireworks permit for Lake Country Lutheran High School
 - c. Consideration of an application for a Street Use Permit for Arrowhead High School
 - d. Consideration of an application for a Street Use Permit for Lighthouse Events
4. Consideration of a motion to direct staff to develop for Village Board review an ordinance restricting sex offender residency in the Village of Hartland.
5. Receipt of a presentation regarding the proposed development The Glen at Overlook Trails, a condominium development on the property located at and adjacent to N56 W28628 CTH K (Lisbon Road) including the proposed annexation of the property and consideration of a motion to refer the matter to the Plan Commission for review.
6. Consideration of a motion to approve the ordering and purchase of a 2019 Ford Police Interceptor Utility vehicle for delivery in 2019 from Ewald Automotive Group in the anticipated amount of \$30,135 plus final equipment installation by others.
7. Consideration of a motion to approve a revised Department of Public Works Director Job Description.

VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 10, 2018
7:00 PM
PAGE 2

8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

9. Adjournment

David E. Cox, Village Administrator

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, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

*****REVISED*****
MEMORANDUM

TO: President and Board of Trustees
FROM: David E. Cox, Village Administrator
DATE: September 6, 2018
SUBJECT: Agenda Information



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

Item 4 Related to a Sex Offender Residency Ordinance.

Background: In follow up to public comments received at the August 24 Village Board meeting, the Board is asked to officially determine whether it wishes to have drafted for consideration an ordinance that would restrict the residency of sex offenders in the Village. As was noted at the August meeting, the Village currently does not restrict the areas of the Village in which sex offenders may live. In anticipation of the Village Board desiring an ordinance, staff and the Village Attorney's office have already begun collecting information to be used in the drafting.

Recommendation: Determine whether an ordinance should be drafted.

Item 5 Related to the proposed Glen at Overlook Trails condominium development.

Background: There will be a presentation by Neumann Companies related to its full proposal for the condominium project that received conceptual approval from the Plan Commission and Village Board earlier this year. Neumann has made application for a 50-unit development on the approximately 40-acre parcel they purchased earlier this year and is seeking annexation, zoning, PUD and subdivision to accomplish the approved concept. The intent for the Village Board is to hear the proposal from Neumann as a way to improve public awareness of the project. It is not intended to be a hearing on the matter. In addition, in accordance with Village Code, the Village Board is required to specifically refer the annexation matter to the Plan Commission. To accomplish this, the Village Board is asked adopt a motion to refer the matter, including annexation, to the Plan Commission for its review and recommendation.

Recommendation: Receive the presentation and approve a motion to refer the matter to the Plan Commission.

Item 6 Related to the ordering of a Police vehicle.

Background: As Interim Chief Collura's memo indicates, the Police Department is seeking permission to order a 2019 Ford SUV police vehicle, which would be delivered in 2019

and be purchased as part of the 2019 Village Budget. The decision to move ahead with the order at this time is due to Ford's decision to modify the body style of its police SUV after the 2019 model year and its related decision to cut that model year short. Further, the cost of the vehicle in future model years will also increase. Orders for these vehicles must be made by September 21, 2018. It is the Department's intent to replace Squad #5, which is a supervisor vehicle, one year early in order to get the current body style and avoid the price increase. The existing vehicle will be assigned to the Detective and the existing Detective Vehicle (2015 Impala) will be sold as surplus. The Village Board is asked to authorize the order and purchase.

Recommendation: Approve the order and purchase of one (1) 2019 Ford Police Interceptor Utility Vehicle.

Item 7 Related to a revised Job Description for Director of Public Works.

Background: The position of Public Works Director has been vacant since early July due to the retirement of the previous Director. As is often done, staff evaluated options for appropriate reorganization of the position or other positions in the Village to determine whether changes should be recommended. While staff is not recommending changes to the staffing structure, changes to the Job Description are being recommended to broaden the background requirements for the position in order to attract people with various backgrounds and related management experience rather than focusing the background heavily toward civil engineering.

Recommendation: Approve the revised Public Works Director Job Description.

**VILLAGE BOARD MINUTES
MONDAY, AUGUST 27, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Meyers

Present: Trustees Anson, Dorau, Meyers, Landwehr, Swenson, Wallschlager, President Pfannerstill

Others: Administrator Cox, Finance Director Bailey, Interim Chief Collura, Clerk Igl, Rec Director Yogerst, Fire Chief Dean, Library Director Gest, Utilities Operations Supervisor Felkner, Officer Jewell, Dr. Melissa Thompson (Swallow School Administrator), Peg Moede (Swallow School Board member), Shonin Martinez, individuals interested in providing public comments

Public Comments: (Please be advised the Village Board will receive information from the public for a three minute time period per person, with time extensions per the Village President's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

Comments related to sex offenders residing in the Village were received. Residents Bill Knaus, Peter Walker and Hristo Trachliev provided comments encouraging the Village Board to consider enactment of an ordinance regulating where sex offenders can live in the Village. Ordinance language from several other municipalities and the League of WI Municipalities was provided to the Board by Mr. Walker to use as a reference. It was stated that 41 sex offenders currently reside in the Village.

Fire Chief Dean stated that there is a stranger danger program available through the Hartland Fire Department. He urged parents to establish safe zones with their children.

Village Board members commented that they were not aware of the situation. President Pfannerstill stated that he had already been in contact with the Village Attorney to request that he begin work on drafting a sex offender ordinance.

Interim Police Chief Collura stated that the Police Department meets with Department of Corrections' staff when a sex offender is released into the Village. The offenders are on supervision and are required to report to the PD where a face to face interview is conducted. The offenders must comply with strict guidelines. Chief Collura stated that discussions among the police community suggest that perhaps some of the sex offender ordinances may not stand up in court. Chief Collura stated that the PD is extremely vigilant dealing with the offenders. He stated that a special notification was provided for the release of the most recent offender placed in the Village in an effort to inform residents.

VILLAGE BOARD MINUTES
MONDAY, AUGUST 27, 2018
7:00 PM
PAGE 2

Comments were received from Jennifer Ledzian, Camp Coordinator for the summer recreation camp for the last 7 years. She raised concerns regarding the recreation department stating that there is a great deal of miscommunication and that she believes changes are needed in the department. She stated that Village Board members may speak to her for more information regarding her concerns.

Comments were received from resident Dino Xykis, 605 Southern Oak Drive, related to the road construction project in Mary Hill. He expressed frustration that project completion was delayed and felt communication was inadequate. Mr. Xykis stated that he had requested all documents related to the road construction project contract as he felt the project was unnecessary and stated that 6 curbs were damaged by the contractor. Administrator Cox stated that the documents are being assembled and will be provided.

1. Presentation by Swallow School officials related to the November 6, 2018 Referendum.

Dr. Melissa Thompson and Swallow School Board member Peg Moede provided information on the \$8.3 million referendum which will be on the November 6, 2018 ballot. System failures, asbestos, safety for children and staff as well as the need to bring the facility into ADA compliance were provided as concerns that led to the referendum. Open houses at Swallow School are scheduled for Sept. 20 and Sept. 25.

2. Recognition of Hartland Fire Department retirees.

Fire Chief Dean recognized six recent retirees from the department which combined have a total of 75 years of experience. Those recognized were Laura Kalscheur, Caitlin Sontag, Alex Marquette, Tammy Kuhl, Russ Kuhl and Shonin Martinez. There was a major drill taking place so many of them were not able to be present. Chief Dean presented a plaque was presented to Shonin Martinez for her years of service.

3. Motion (Swenson/Landwehr) to approve Village Board minutes of August 13, 2018. Carried (6-0). Meyers abstained.
4. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$197,572.66. Carried (6-0). Meyers abstained.
5. Consideration of actions related to Licenses and Permits.
 - a. Motion (Landwehr/Swenson) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020. Carried (7-0).
 - b. Consideration of licenses related to Waukesha County Land Conservancy's "Picnic on the Preserve"
 - i. Motion (Landwehr/Swenson) to approve a Temporary Class "B"/"Class B" Retailer's License for the Waukesha County Land Conservancy. Carried (7-0).
 - ii. Motion (Wallschlager/Landwehr) to approve Temporary Operator's License for Cheryl White. Carried (7-0).

6. Consideration of a motion to approve Resolution No. 08/27/2018 "A Resolution Pledging That The Village Board Of The Village Of Hartland Will Expend Funds Necessary For The Hartland Public Library To Exempt The Village From The Waukesha County Library Levy".

Administrator Cox reminded the board that approval of the resolution on an annual basis exempts Village residents from the library tax levied by the county but requires the Village to levy at least as much as the county would have. He stated that the Village has always adopted this resolution but has generally allocated more funds than required. He stated that approximately one-third of the library funding comes from outside the Village.

Motion (Meyers/Swenson) to approve Resolution No. 08/27/2018 "A Resolution Pledging That The Village Board Of The Village Of Hartland Will Expend Funds Necessary For The Hartland Public Library To Exempt The Village From The Waukesha County Library Levy". Carried (7-0).

7. Update and potential discussion related to preparation of the 2019 Budget.

Administrator Cox stated that the 2019 budget is moving through the process at the staff level. He stated that the Village is waiting on some critical figures from other agencies such as health insurance and state aids/revenues. The budget binders will be distributed during the first part of September with budget meetings scheduled for Sept. 19 and Sept. 20.

8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

Chief Dean provided an update on Eagle Scout Jack Sullivan's project in Centennial Park and thanked Trustee Anson and Rich Winkleman for the expertise provided on the project. He stated that construction of the top portion of the kiosk will now begin.

9. Adjournment

Motion (Wallschlager/Swenson) to adjourn at 8:10 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: September 5, 2018

RE: Voucher List

Attached is the voucher list for the September 10, 2018 Village Board meeting.

September 10, 2018 Checks:	\$ 97,314.18
August Manual Checks:	\$ 37,409.50
August Wires:	\$ 202,085.37
August Credit Card:	\$ 17,396.58
Total amount to be approved:	<u>\$ 354,205.63</u>

VILLAGE OF HARTLAND
VOUCHER LIST - SEPTEMBER 10, 2018

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-24240 COURT FINES DUE STATE	DAHLKE, KELLY	CHANGE/CITY OF OCONOMOWOC WARRANT	\$3.00
G 101-31670 ICE AGE TRAIL	GAPPA SECURITY SOLUTIONS	PAD LOCKS	\$413.10
G 101-23000 SPECIAL DEPOSITS	HOMEGROWN GREENHOUSE	HYDRANT METER DEPOSIT	\$300.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	CRUZ MARTINEZ/BC605525-4	\$124.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	HERNANDEZ/AC719367-5	\$312.60
G 101-21515 SALES TAXES PAYABLE	LYNNETTE PFANNENSTIEL	PARK SHELTER CANCELLATION 09/22	\$3.98
R 101-46720 PARK RENTALS	LYNNETTE PFANNENSTIEL	PARK SHELTER CANCELLATION 09/22	\$78.00
G 101-24240 COURT FINES DUE STATE	NORTH SHORE MUNICIPAL COURT	EPPS/U657929-6	\$116.00
G 101-24240 COURT FINES DUE STATE	OCONOMOWOC, CITY OF	DAHLKE/76812PGFWM	\$237.00
G 403-31859 MW WAREHOUSE	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$155.75
G 403-31756 AUSTIN PLUMBING	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$89.00
G 403-31849 RIVERWALK APTS	RUEKERT & MIELKE	EROSION CONTROL INSPECTION	\$114.79
G 403-31752 BENCHMARK SECURED STORAGE	RUEKERT & MIELKE	EROSTION CONTROL INSPECTIONS	\$137.04
R 101-46730 RECREATION CLASSES	WALTERS, KACIE	OVERPAYMENT FOR PROGRAMS	\$26.00
			\$2,110.26
EXPENSE Descr			
EXPENSE Descr 222/224 WILLOW CT DRAINAGE IMP			
E 401-74110-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	WILLOW CT DRAINAGE	\$93.30
			\$93.30
EXPENSE Descr 222/224 WILLOW CT DRAINAGE IMP			
EXPENSE Descr 258 BIRCH CT DRAINAGE IMPR			
E 401-74115-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	BIRCH CT DRAINAGE IMPROVEMENTS	\$1,644.00
			\$1,644.00
EXPENSE Descr 258 BIRCH CT DRAINAGE IMPR			
EXPENSE Descr AMBULANCE			
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	OFFICE PRO INC	OFFICE SUPPLIES	\$36.99
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	AUG-SEPT CELLULAR	\$91.21
			\$128.20
EXPENSE Descr AMBULANCE			
EXPENSE Descr BLUE SPRUCE CR			
E 401-70465-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG CONSTRUCTION REVIEW	\$3,514.80
			\$3,514.80
EXPENSE Descr BLUE SPRUCE CR			
EXPENSE Descr BRISTLECONE DR			
E 401-70460-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG CONSTRUCTION REVIEW	\$7,029.61
			\$7,029.61
EXPENSE Descr BRISTLECONE DR			
EXPENSE Descr CARDINAL LANE PATCHING			
E 401-70485-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CARDINAL LANE PATCHING	\$479.50
			\$479.50
EXPENSE Descr CARDINAL LANE PATCHING			

Account Descr	Search Name	Comments	Amount
EXPENSE Descr CEMETERY DRIVEWAY REPLACE			
E 401-79210-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CEMETERY DRIVEWAY REPLACEMENT	\$1,989.45
EXPENSE Descr CEMETERY DRIVEWAY REPLACE			\$1,989.45
EXPENSE Descr CYPRESS CT			
E 401-70455-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG CONSTRUCTION REVIEW	\$3,514.80
EXPENSE Descr CYPRESS CT			\$3,514.80
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	BRASS INVESTMENTS LLC	SIGN GRANT/BUILDING DIRECTORY SIGN	\$380.99
E 804-56700-758 MEETINGS	CARDMEMBER SERVICES	COFFEE/DONUTS BID BOARD MEETING	\$23.31
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	FACEBOOK AD/HNNO	\$17.53
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	FACEBOOK AD/HNNO	\$32.47
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	FACEBOOK AD/HNNO	\$19.41
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	FACEBOOK AD/HNNO	\$30.59
E 804-56700-746 TELEPHONE	CARDMEMBER SERVICES	SERVICE	\$123.15
E 804-56700-711 FAÇADE PROGRAM	LIEBERT, JAMES E	FAÇADE GRANT/REMOVE REPLACE PAVEMENT	\$157.50
E 804-56700-711 FAÇADE PROGRAM	LOUIS D KAISER	FAÇADE GRANT/REMOVE REPLACE PAVEMENT	\$796.50
E 804-56700-711 FAÇADE PROGRAM	SILVER OAK PROPERTIES, LLC	FAÇADE GRANT/WINDOW REPLACEMENT	\$10,000.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	SULLIVAN, BETHANY	MATERIALS FOR CENTENNIAL PARK KIOSK	\$300.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$11,881.45
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	CONLEY MEDIA LLC	NOTICE OF PUBLIC TESTING/POLLING PLACE	\$39.96
EXPENSE Descr ELECTIONS			\$39.96
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	CREDIT CARD IMPORT SUPPORT	\$330.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	AUG FSA FEES	\$94.56
EXPENSE Descr FINANCIAL ADMINISTRATION			\$443.81
EXPENSE Descr FIRE PROTECTION			
E 101-52200-220 UTILITY SERVICES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$24.43
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	AX HANDLES	\$45.22
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	CHAINSAW SHARPENING	\$10.00
E 101-52200-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	WIPERS FOR 4362/DEF FLUID	\$45.06
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	H.O. BOSTROM	SEAT BELT REPLACE	\$284.24
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	LISBON FIRE DEPARTMENT	BLS CARDS/CPR AED CLASSES	\$202.20
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	AUG-SEPT CELLULAR	\$91.21
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	JULY SURVIVE ALIVE/GAS	\$3.97
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG SURVIVE ALIVE/ELECT	\$108.25

Account Descr	Search Name	Comments	Amount
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	JULY ELECTRIC/GAS	\$758.22
EXPENSE Descr FIRE PROTECTION			\$1,592.05
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$33.30
E 101-51400-215 PLANNING SERVICES	SRF CONSULTING GROUP INC	JULY SERVICES	\$282.95
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$3,331.65
EXPENSE Descr GENERAL ADMINISTRATION			\$3,667.15
EXPENSE Descr GREYSTONE BLVD			
E 401-70480-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GREYSTONE BLVD	\$5,749.31
EXPENSE Descr GREYSTONE BLVD			\$5,749.31
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
EXPENSE Descr INSPECTION			\$19.25
EXPENSE Descr JUNIPER WAY			
E 401-70470-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG CONSTRUCTION REVIEW	\$3,514.81
EXPENSE Descr JUNIPER WAY			\$3,514.81
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	SHIRTS/GURGUL	\$109.98
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	HARTLAND OVERHEAD DOOR	REPLACE BROKEN SPRING	\$641.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ODC	POLICE CHIEF HIRING ASSESSMENT	\$1,500.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$396.83
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SPRINGFIELD ARMORY	BLACK HC 9MM	\$460.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	TACTICAL SOLUTIONS	CERTIFICATION RADAR UNITS/LASER UNITS	\$320.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	JULY-AUG SERVICE	\$302.87
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS - VSAT	LAST MDN 1066	\$50.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS - VSAT	SMS TARGET 2624439508	\$50.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS - VSAT	SMS TARGET 2625017156	\$50.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS - VSAT	SMS TARGET 7208	\$50.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	SPILLMAN LAW RECORDS	\$1,763.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	INTERGRAPH/CAD MOBILE	\$2,725.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	NETMOTION	\$260.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	JULY PAYMENT	\$62.68
EXPENSE Descr LAW ENFORCEMENT			\$8,761.11
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	ADELMAN MAINT CORP	CLEAN CARPETS AT LIBRARY	\$2,475.00

Account Descr	Search Name	Comments	Amount
E 101-55110-220 UTILITY SERVICES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	REPLACEMENT DISCS	\$11.92
E 101-55110-325 PERIODICALS	EBSCO	MAGAZINES	\$1,171.08
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INFOWORKS TECHNOLOGY CO	LABELS/SHIPPING	\$108.00
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT DVDS	\$75.82
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT DVDS	\$67.95
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$104.74
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$26.25
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$30.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$135.50
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	REPLACEMENT DISC	\$6.95
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	SEPT COPIER	\$77.31
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	SEPT COPIER	\$76.35
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG ELECTRIC	\$2,260.79
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERICAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$6,696.91
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIR	\$669.00
EXPENSE Descr MISC STORM SEWER REPAIR			\$669.00
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$136.32
E 101-51600-255 BLDGS/GROUNDS	KAESTNER AUTO ELECTRIC CO	LIGHT POLE FLAGS	\$840.00
E 101-51600-255 BLDGS/GROUNDS	PATIO PETALS	FALL PLANTING/JUNE-SEPT VISITS	\$720.00
E 101-51600-255 BLDGS/GROUNDS	PATIO PETALS	SUMMER PLANTING	\$315.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$135.50
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG GAS	\$37.27
EXPENSE Descr MUNICIPAL BUILDING			\$2,184.09
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BEACON ATHLETICS	WATER CONNECTOR	\$307.40
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PAINT	\$167.66
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PAINT	\$29.69
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	CORE & MAIN LP	CREDIT	-\$155.96
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	CORE & MAIN LP	GRATE/LUGS	\$61.58
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	CORE & MAIN LP	PVC	\$155.45
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	CORE & MAIN LP	TUBING	\$159.92
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	GRASS/GROOM PGR	\$146.95
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	REARDON METAL FEBRICATING	SHLETER NUMBERS	\$100.00
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG PENBROOK	\$23.39
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG NIXON	\$58.70
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG FAC	\$236.98

Account Descr	Search Name	Comments	Amount
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG NIXON	\$35.62
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG HARTBROOK	\$33.74
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG NIXON	\$199.44
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG CENTENNIAL	\$169.06
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG NIXON	\$23.95
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG HARTBROOK	\$16.77
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG BARK RIVER	\$155.58
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG PENBROOK	\$15.84
EXPENSE Descr PARKS			\$1,941.76
EXPENSE Descr PUBLIC WORKS			
E 101-53000-220 UTILITY SERVICES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	AT&T	AUG-SEPT PHONE SERVICE	\$19.25
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	TOILET REPAIR PARTS	\$26.05
E 101-53000-360 VEHICLE MAINT/EXPENSE	BRUCE MUNICIPAL EQUIPMENT INC	SENSOR METAL	\$112.00
E 101-53000-420 STORM SEWER	COUNTY MATERIALS CORP	SEAL/ADJ SQUARE CONC	\$494.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$754.64
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$476.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,457.02
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$102.45
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$129.45
E 101-53000-360 VEHICLE MAINT/EXPENSE	JENSEN EQUIPMENT CO INC	CARBURETOR	\$134.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	JX ENTERPRISES INC	COOLANT LEAK	\$494.31
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	QUIET ZONE DELINEATORS	\$667.20
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	\$105.00
E 101-53000-420 STORM SEWER	OKAUCHEE REDI-MIX INC	CONCRETE	\$105.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	MOWER TIRES	\$220.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	WHEELS FORD RANGER/CARLISLE MULT TRC	\$400.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TURF TIRE	\$128.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	LOCK PIN/CENTER LINK/RETAINER	\$321.81
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	GASKET AIR CLEANER/PUMP/TRIMMER LINE	\$634.25
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DPW SERVICES	\$924.75
E 101-53000-235 STREET SWEEPING	STRIETER FARM TRUCK SERVICE	HAUL STREET SWEEPING MATERIALS	\$400.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	BATTERY FOR #39	\$188.70
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	AUG-SEPT CELLULAR	\$101.62
E 101-53000-220 UTILITY SERVICES	VERIZON WIRELESS	JULY-AUG SERVICE	\$75.72
E 101-53000-220 UTILITY SERVICES	VERIZON WIRELESS	JULY-AUG SERVICE	\$386.80
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG GAS	\$25.07
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JULY-AUG CAMPUS DR	\$388.27
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	JULY ELECTRIC	\$479.81
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JUNE-JULY CLOCK	\$13.88
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JULY-AUG ST LIGHTING	\$63.18

Account Descr	Search Name	Comments	Amount
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	WOLF PAVING CO INC	ASPHALT	\$72.71
E 101-53000-410 STREETS GEN MAINT	WOLF PAVING CO INC	CONCRETE	\$100.00
EXPENSE Descr PUBLIC WORKS			\$10,020.59
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AMERICAN LITHO	2018 FALL PROGRAM GUIDE	\$3,344.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AVALON GRAPHICS LLC	FREE TRY IT WEEK BANNERS	\$80.00
E 101-55300-303 SUMMER REC EXPENSES	BROOKFIELD PARKS & REC DEPT	SUMMER CAMP TRIP	\$308.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	CONLEY MEDIA LLC	BEFORE/AFTER SCHOOL JOB AD	\$246.12
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MODERATE YOGA PUNCH CARDS	\$302.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	GENTLE YOGA STRETCH PUNCH CARDS	\$403.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ITS IN EVERY DETAIL	AUG BARRE STRENGTH PUNCH CARDS	\$352.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KNOLLWOOD STABLES	AUG-OCT BASIC HORSEMANSHIP	\$247.50
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	AUG CORE FITNESS 10 PUNCH CARDS	\$240.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	AUG CORE FITNESS SR 6 PUNCH CARDS	\$28.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	AUG SENIOR FITNESS PUNCH CARDS	\$72.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	AUG CORE FITNESS SR 10 PUNCH CARDS	\$134.40
E 101-55300-312 SPLASHPAD EXPENSES	PORTASERVICE	PRESSURE WASH SPLASH PAD	\$495.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	AUG QIGONG 6 PUNCH CARDS	\$32.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	AUG QIGONG 10 PUNCH CARDS	\$144.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	AUG-SEPT CELLULAR	\$36.25
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG YOGA IN THE PARK 6 PUNCH CARD	\$44.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG YOGA FOR LIFE 6 PUNCH CARDS	\$118.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG YOGA FOR LIFE 10 SR PUNCH CARDS	\$940.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG YOGA FOR LIFE 10 PUNCH CARDS	\$528.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG CHAIR YOGA 10 PUNCH CARDS	\$440.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	AUG CHAIR YOGA 6 PUNCH CARD	\$96.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$8,633.67
EXPENSE Descr SEWER SERVICE			
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	AT&T	AUG-SEPT PHONE SERVICE	\$19.26
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	CREDIT CARD IMPORT SUPPORT	\$330.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	AUG FSA FEES	\$14.54
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SCADA SERVICE	\$917.10
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	AUG-SEPT CELLULAR	\$101.61
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JUNE-JULY RUSTIC	\$23.12
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JUNE-JULY SHADOW RIDGE	\$41.44
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JUNE-JULY ARLENE	\$172.81
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JUNE-JULY CRYSTAL	\$82.39
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG WOODLANDS	\$37.12
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG BRADFORD	\$36.00
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG HWY 83	\$17.83

Account Descr	Search Name	Comments	Amount
EXPENSE Descr SEWER SERVICE			\$1,793.22
EXPENSE Descr WATER UTILITY			
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	AT&T	AUG-SEPT PHONE SERVICE	\$19.26
E 620-53700-923 OUTSIDE SERVICES	BANYON DATA SYSTEMS INC	CREDIT CARD IMPORT SUPPORT	\$330.00
E 620-53700-684 TOOLS/SHOP/GARAGE EQUIPMENT	BIEBELS TRUE VALUE	SCREWDRIVER SET	\$12.77
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	BOLTS	\$3.76
E 620-53700-923 OUTSIDE SERVICES	CONLEY MEDIA LLC	HYDRANT FLUSH NOTICE	\$11.19
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	AUG FSA FEES	\$36.37
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	AQUA MAG/HYPOCHLORITE/HYDROFLUOSILICIC	\$1,426.30
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	\$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	DRINKING WATER	\$32.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	\$72.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	DRINKING WATER	\$20.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	AUG BACTERIA SAMPLES	\$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	BOC ANALYSES	\$120.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA SERVICE	\$458.55
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	BRISTLECONE HYDRANT REPLACEMENT	\$1,849.50
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	AUG-SEPT CELLULAR	\$101.62
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG MICRO BOOSTER	\$21.54
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG BRISTLECONE	\$222.02
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG SUNSHINE	\$1,643.42
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG COVENTRY	\$19.29
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG MANCHESTER	\$1,352.45
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	JUNE-JULY SUNSHINE	\$8.95
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG SUNNYSLOPE	\$939.17
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JUNE-JULY HILL ST	\$10.14
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	JULY-AUG PENBROOK	\$9.57
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG PENBROOK	\$351.11
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	#3 PUMPHOUSE	\$9.57
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	JULY-AUG BRISTLECONE	\$13.57
EXPENSE Descr WATER UTILITY			\$9,202.12
			\$97,314.18

VILLAGE OF HARTLAND

09/04/18 9:07 AM

Page 1

Payments

Current Period: AUGUST 2018

Batch Name	AUG18MC	User Dollar Amt	\$37,409.50		
Payments		Computer Dollar Amt	\$37,409.50		
				\$0.00	In Balance
Refer	57126 TRI-COUNTY WATERWORKS ASS	Ck# 008737	8/1/2018		
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	AUG MEETING ELFTMAN/SCHLAFER			\$40.00
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$40.00
Refer	57127 SENDIKS HARTLAND LLC	Ck# 008738	8/1/2018		
Cash Payment	G 101-23000 SPECIAL DEPOSITS	RESTITUTION/H18006745			\$32.00
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$32.00
Refer	57128 BIEBELS TRUE VALUE	Ck# 008739	8/1/2018		
Cash Payment	G 101-23000 SPECIAL DEPOSITS	RESTITUTION H18006609/H18006774			\$360.00
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$360.00
Refer	57129 BADGER TRUCK CENTER INC	Ck# 008740	8/8/2018		
Cash Payment	E 402-59900-840 PUBLIC WORKS EXPE	PICK UP TRUCK			\$32,552.50
Invoice	57798				
Transaction Date	9/4/2018	GF Checking	11100	Total	\$32,552.50
Refer	57130 WI SUPPORT COLLECTIONS TRUS	Ck# 008741	8/10/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	PP #16			\$671.87
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$671.87
Refer	57131 US DEPT OF EDUCATION	Ck# 008742	8/10/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	GARNISHMENT/DYER			\$209.89
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$209.89
Refer	57132 UNITED STATES POSTAL SERVIC	Ck# 008743	8/14/2018		
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	POSTAGE FOR 2018 FALL GUIDE			\$2,661.48
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$2,661.48
Refer	57133 WI SUPPORT COLLECTIONS TRUS	Ck# 008744	8/24/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	PP #17			\$671.87
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$671.87
Refer	57134 US DEPT OF EDUCATION	Ck# 008745	8/24/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	GARNISHMENT/DYER			\$209.89
Invoice					
Transaction Date	9/4/2018	GF Checking	11100	Total	\$209.89

VILLAGE OF HARTLAND

09/04/18 9:07 AM

Page 2

Payments

Current Period: AUGUST 2018

Fund Summary

	11100 GF Checking	
101 GENERAL FUND		\$4,817.00
402 CORPORATE RESERVE FUND		\$32,552.50
620 WATER FUND		\$40.00
		<hr/>
		\$37,409.50

Pre-Written Checks	\$37,409.50
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$37,409.50

VILLAGE OF HARTLAND

09/04/18 11:24 AM

Page 1

Payments

Current Period: AUGUST 2018

Batch Name AUG18WIRE
 Payment Computer Dollar Amt \$202,085.37 Posted

Refer 57136 FIRST BANK FINANCIAL CENTRE Ck# 2018092E 8/31/2018
 Cash Payment E 101-51500-300 OPERATING SUPPLIES EBUSINESS BANKING, POSITIVE PAY AND ACH FILTERS/BLOCKS \$75.00

Invoice
 Transaction Date 8/31/2018 Due 0 GF Checking 11100 Total \$75.00

Refer 57137 AFLAC Ck# 2018093E 8/25/2018
 Cash Payment G 101-21592 AFLAC INS PAYABLE MONTHLY AFLAC PREMIUMS \$283.78

Invoice
 Transaction Date 8/25/2018 Due 0 GF Checking 11100 Total \$283.78

Refer 57139 PAYROLL DATA SERVICES INC Ck# 2018094E 8/9/2018
 Cash Payment E 804-56700-110 SALARIES 08/10/18 BID PAYROLL \$1,125.55

Invoice
 Cash Payment G 804-21520 RETIREMENT DEDUCTION 08/10/18 BID PAYROLL -\$62.32

Invoice
 Cash Payment E 804-56700-760 PAYROLL SERVICE CH 08/10/18 BID PAYROLL \$39.25

Invoice
 Transaction Date 8/9/2018 Due 0 GF Checking 11100 Total \$1,102.48

Refer 57148 PAYROLL DATA SERVICES INC Ck# 2018095E 8/23/2018
 Cash Payment E 804-56700-110 SALARIES 08/24/18 BID PAYROLL \$1,125.56

Invoice
 Cash Payment G 804-21520 RETIREMENT DEDUCTION 08/24/18 BID PAYROLL -\$62.32

Invoice
 Cash Payment E 804-56700-760 PAYROLL SERVICE CH 08/24/18 BID PAYROLL \$39.25

Invoice
 Transaction Date 8/23/2018 Due 0 GF Checking 11100 Total \$1,102.49

Refer 57149 EMPLOYEE TRUST FUNDS Ck# 2018096E 8/24/2018
 Cash Payment E 101-51400-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$3,878.55

Invoice
 Cash Payment E 101-51500-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$2,266.26

Invoice
 Cash Payment E 101-55300-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$653.97

Invoice
 Cash Payment E 101-52100-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$26,308.55

Invoice
 Cash Payment E 101-53000-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$19,043.13

Invoice
 Cash Payment E 101-55110-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$5,186.49

Invoice
 Cash Payment E 101-55110-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$5,186.49

Invoice
 Cash Payment E 101-55110-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$5,186.49

Invoice
 Cash Payment E 101-55110-150 HEALTH/DENTAL/LIFE SEPTEMBER HEALTH INSURANCE PREMIUMS \$5,186.49

VILLAGE OF HARTLAND

09/04/18 11:24 AM

Page 2

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-52200-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE PREMIUMS	\$1,460.12
Invoice			
Cash Payment	E 101-52300-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE PREMIUMS	\$1,460.11
Invoice			
Cash Payment	G 101-21530 INSURANCE DEDUCTIONS	SEPTEMBER HEALTH INSURANCE PREMIUMS	\$3,511.58
Invoice			
Cash Payment	G 101-34140 UNFUNDED EMPLOYEE BE	SEPTEMBER HEALTH INSURANCE PREMIUMS	\$5,626.44
Invoice			
Transaction Date	8/24/2018	Due 0 GF Checking 11100	Total \$69,395.20
Refer	57150 WI RETIREMENT SYSTEM	Ck# 2018097E 8/31/2018	
Cash Payment	E 101-55300-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$323.80
Invoice			
Cash Payment	E 101-51400-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$730.42
Invoice			
Cash Payment	E 101-51500-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$296.79
Invoice			
Cash Payment	E 101-51600-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$45.12
Invoice			
Cash Payment	E 101-52100-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$11,359.97
Invoice			
Cash Payment	E 101-52100-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$678.40
Invoice			
Cash Payment	E 101-52200-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$612.28
Invoice			
Cash Payment	E 101-52300-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$1,369.94
Invoice			
Cash Payment	E 101-52200-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$25.74
Invoice			
Cash Payment	E 101-53000-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$3,858.81
Invoice			
Cash Payment	E 101-55110-140 RETIREMENT BENEFIT	JULY WRS PREMIUMS	\$1,348.15
Invoice			
Cash Payment	E 620-53700-926 EMPLOYEE PENSIONS	JULY WRS PREMIUMS	\$1,317.91
Invoice			
Cash Payment	E 204-53610-110 SALARIES	JULY WRS PREMIUMS	\$179.16
Invoice			
Cash Payment	E 204-53610-110 SALARIES	JULY WRS PREMIUMS	\$352.19
Invoice			
Cash Payment	E 204-53610-390 BILLING/COLLECTION/	JULY WRS PREMIUMS	\$345.07
Invoice			
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	JULY WRS PREMIUMS	\$9,501.55
Invoice			
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	JULY WRS PREMIUMS	\$8,178.65
Invoice			
Transaction Date	8/31/2018	Due 0 GF Checking 11100	Total \$40,523.95
Refer	57152 FIRST BANK FINANCIAL CENTRE	Ck# 2018098E 8/1/2018	

VILLAGE OF HARTLAND

09/04/18 11:24 AM

Page 3

Payments

Current Period: AUGUST 2018

Cash Payment E 301-58000-610 PRINCIPAL REDEMPTI LADDER TRUCK DEBT PAYMENT - \$70,000.00
PRINCIPAL AND INTEREST

Invoice

Cash Payment E 301-58000-615 DEBT SERVICE - INTER LADDER TRUCK DEBT PAYMENT - \$6,159.02
PRINCIPAL AND INTEREST

Invoice

Transaction Date 8/1/2018 Due 0 GF Checking 11100 Total \$76,159.02

Refer 57154 PAYMENT SERVICE NETWORK Ck# 2018099E 8/3/2018

Cash Payment E 620-53700-923 OUTSIDE SERVICES MONTHLY CREDIT CARD PROCESSING \$249.58
FEES

Invoice

Cash Payment E 204-53610-290 OUTSIDE SERVICES/C MONTHLY CREDIT CARD PROCESSING \$249.57
FEES

Invoice

Transaction Date 8/3/2018 Due 0 GF Checking 11100 Total \$499.15

Refer 57155 WI DEFERRED COMPENSATION P Ck# 2018100E 8/31/2018

Cash Payment G 101-21570 DEFERRED COMP DEDUCT MONTHLY DEFERRED COMP PAYMENTS \$11,220.00

Invoice

Transaction Date 8/31/2018 Due 0 GF Checking 11100 Total \$11,220.00

Refer 57156 WI DEPT OF REVENUE (SALES TA Ck# 2018101E 8/31/2018

Cash Payment G 101-21515 SALES TAXES PAYABLE MONTHLY SALES TAX PAYMENT \$1,734.30

Invoice

Cash Payment R 101-48000 MISCELLANEOUS REVENU MONTHLY SALES TAX PAYMENT -\$10.00

Invoice

Transaction Date 8/31/2018 Due 0 GF Checking 11100 Total \$1,724.30

Fund Summary

	11100 GF Checking	
804 BUSINESS IMPROVEMENT DISTRICT	\$2,204.97	
620 WATER FUND	\$1,567.49	
301 DEBT SERVICE FUND	\$76,159.02	
204 SEWER	\$1,125.99	
101 GENERAL FUND	\$121,027.90	
	<hr/>	
	\$202,085.37	

Pre-Written Checks	\$202,085.37
Checks to be Generated by the Computer	\$0.00
Total	<hr/> \$202,085.37

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 1

Payments

Current Period: AUGUST 2018

Batch Name	AUG18CC				
	Payment	Computer Dollar Amt	\$17,396.58	Posted	
Refer	57246 AMAZON				
					Ck# 2018154E 9/5/2018
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$9.99
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$37.95
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$10.00
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			-\$2.80
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$31.93
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$9.83
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$191.22
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$15.02
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$10.64
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$11.89
Invoice					
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS			\$15.95
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$37.69
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$56.66
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$25.17
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$19.95
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$9.99
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$12.96
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$19.95
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$86.37
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			-\$0.60
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			-\$12.00
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$9.66
Invoice					

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 2

Payments

Current Period: AUGUST 2018

Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$22.07
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$40.92
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	-\$10.21
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$17.96
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$56.90
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS	\$5.96
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS	\$68.72
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$9.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$12.00
Cash Payment Invoice	E 101-52200-300 OPERATING SUPPLIES	badge covers for funeral	\$12.98
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$39.98
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$29.77
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$9.97
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$29.38
Cash Payment Invoice	E 101-55200-370 ATHLETIC FACILITY MA	volleyball net	\$19.87
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS	\$6.75
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS	\$65.87
Cash Payment Invoice	E 101-55300-300 OPERATING SUPPLIES	Purchased movie for Aug 2, 2018 Movie Night	\$13.38
Cash Payment Invoice	E 101-53000-365 BLDGS/GROUNDS MA	Presser washer pump	\$241.92
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	Police Badge stickers to hand out to kids	\$9.98
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	DJH CLOTHING ALLOWANCE-BOOTS	\$69.99
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	SOUND MACHINE FOR PRIVACY-CHIEF'S OFFICE	\$18.99
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	KITCHEN ITEMS-CUTLERY, FORKS ETC	\$135.80
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	DVD 2- PACKAGES	\$66.34

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 3

Payments

Current Period: AUGUST 2018

Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	GARAGE FLOOR SQUEEGEE/POST ITS			\$57.30
Cash Payment Invoice	E 101-55200-365 BLDGS/GROUNDS MAI	Mens and Womens signs for bathrooms			\$95.16
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$103.85
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS			\$8.13
Cash Payment Invoice	E 101-55200-365 BLDGS/GROUNDS MAI	Handycap bathroom sign			\$5.75
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			-\$0.03
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS			\$31.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$26.98
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$26.97
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$82.53
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$53.69
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS			\$48.80
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$25.31
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	CD'S/DVD'S/BOOKS			\$109.78
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$12.36
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$34.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	CD'S/DVD'S/BOOKS			\$15.45
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$2,341.71
Refer	57247 AT&T				<u>Ck# 2018155E 9/5/2018</u>
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	TRAIL CAMERA SERVICE FOR JULY-AT&T			\$26.66
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	July Service			\$74.97
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$101.63
Refer	57248 BAKER & TAYLOR CREDIT CARD				<u>Ck# 2018156E 9/5/2018</u>
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	Books			\$47.60
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	Books			\$710.78
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	Books			\$205.77
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$964.15

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 4

Payments

Current Period: AUGUST 2018

Refer	57249	<u>BIEBELS TRUE VALUE</u>		<u>Ck# 2018157E 9/5/2018</u>			
Cash Payment	E 101-52200-300	OPERATING SUPPLIES	grill for HFD				\$918.00
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$918.00
Refer	57250	<u>BUMPER TO BUMPER</u>		<u>Ck# 2018158E 9/5/2018</u>			
Cash Payment	E 101-52200-360	VEHICLE MAINT/EXPE	car battery 4361 6-volt				\$97.29
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$97.29
Refer	57251	<u>CDW GOVERNMENT INC</u>		<u>Ck# 2018159E 9/5/2018</u>			
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	6 ROLLS OF THERMAL PAPER FOR SQUAD PRINTERS				\$173.32
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$173.32
Refer	57252	<u>CELLULAR INS</u>		<u>Ck# 2018160E 9/5/2018</u>			
Cash Payment	E 101-53000-300	OPERATING SUPPLIES	Cell Phone replacement				\$50.00
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$50.00
Refer	57253	<u>CONSTANT CONTACT</u>		<u>Ck# 2018161E 9/5/2018</u>			
Cash Payment	E 101-51400-395	COMMUNITY RELATIO	Constant Contact Payment				\$378.00
Invoice							
Cash Payment	E 101-55110-290	OUTSIDE SERVICES/C	CONSTANT CONTACT LIBRARY				\$20.00
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$398.00
Refer	57254	<u>CULVERS</u>		<u>Ck# 2018162E 9/5/2018</u>			
Cash Payment	E 101-52300-300	OPERATING SUPPLIES	lunch for funeral attendees-Sun Praire				\$36.34
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$36.34
Refer	57255	<u>DOLLAR TREE</u>		<u>Ck# 2018163E 9/5/2018</u>			
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	Refund of supply for Summer Reading Program 2018				\$8.00
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$8.00
Refer	57256	<u>E PAY CONFERNCE - WCTC</u>		<u>Ck# 2018164E 9/5/2018</u>			
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	Meal fee for Luke Joswick WCTC class				\$50.00
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$50.00
Refer	57257	<u>E.H. WOLF</u>		<u>Ck# 2018165E 9/5/2018</u>			
Cash Payment	E 101-53000-360	VEHICLE MAINT/EXPE	Unleaded Gasoline and Diesel				\$2,724.31
Invoice							
Cash Payment	E 101-53000-360	VEHICLE MAINT/EXPE	Unleaded Gasoline and Diesel				\$3,714.53
Invoice							
Transaction Date	8/6/2018	Due 0	GF Checking	11100		Total	\$6,438.84
Refer	57258	<u>FOX BROS PIGGLY WIGGLY</u>		<u>Ck# 2018166E 9/5/2018</u>			
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	summer reading program supplies				\$34.40
Invoice							

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 5

Payments

Current Period: AUGUST 2018

Cash Payment	E 101-55300-303 SUMMER REC EXPENS	Supplies for Summer Camp			\$14.14
Invoice					
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	Supplies for Summer Camp			\$23.00
Invoice					
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	Bread and Cheese for Summer Camp			\$2.98
Invoice					
Cash Payment	E 101-53000-180 OTHER BENEFITS	food for Mike E retirement lunch			\$421.35
Invoice					
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Refund of supply for Summer Reading Program 2018			\$20.54
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$516.41
Refer	57259 FOX VALLEY TECHNICAL COLLEGE Ck# 2018167E 9/5/2018				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	FVTC Suspicious Death training for Paula Hoffa			\$60.00
Invoice					
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	Service fee for FVTC training for Paula Hoffa			\$3.00
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$63.00
Refer	57260 GOOD HARVEST MARKET Ck# 2018168E 9/5/2018				
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Summer Reading YA Raffle Basket week 6			\$29.12
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$29.12
Refer	57261 GORDON FLESCHE CO INC Ck# 2018169E 9/5/2018				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	June - July Copier			\$66.00
Invoice					
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	July-August Copier			\$66.00
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$132.00
Refer	57262 LOCAL GOVT EDUCATION Ck# 2018170E 9/5/2018				
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	Clerk Training Seminar			\$89.00
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$89.00
Refer	57263 LOMBARDIS Ck# 2018171E 9/5/2018				
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	Clerk Institute Dinner			\$13.27
Invoice					
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	Treasurer's Institute Dinner			\$13.28
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$26.55
Refer	57264 MARTINIZING DRY CLEANING Ck# 2018172E 9/5/2018				
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	uniform dry cleaning			\$14.02
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$14.02
Refer	57265 NAKASHIMA OF JAPAN Ck# 2018173E 9/5/2018				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	Treasurer's Institute Dinner			\$23.89
Invoice					
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$23.89

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 6

Payments

Current Period: AUGUST 2018

Refer	57266	PARTY CITY	Ck# 2018174E	9/5/2018		
Cash Payment	E 101-55300-303	SUMMER REC EXPENS	Supplies for Summer Camp		\$45.00	
Invoice						
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	Summer Reading 2018 Life-sized Candyland		\$24.97	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$69.97
Refer	57267	PICK N SAVE	Ck# 2018175E	9/5/2018		
Cash Payment	E 101-53000-180	OTHER BENEFITS	Soda and Cake for Mike E retirement lunch		\$78.94	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$78.94
Refer	57268	POCKET PRESS, INC.	Ck# 2018176E	9/5/2018		
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	WI Crimina! Code/Traffic law books for officers		\$161.82	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$161.82
Refer	57269	RADISSON PURCELLS	Ck# 2018177E	9/5/2018		
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	Treasurer's Institute Dinner		\$13.72	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$13.72
Refer	57270	RADISSON HOTEL	Ck# 2018178E	9/5/2018		
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	Treasurer's Institute Hotel Reservation		\$460.00	
Invoice						
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	BUSHEY CLERK CONFERENCE		\$460.00	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$920.00
Refer	57271	REGISTRATION FEE TRUST	Ck# 2018179E	9/5/2018		
Cash Payment	E 101-52300-360	VEHICLE MAINT/EXPE	vehicle registration renewal		\$1.28	
Invoice						
Cash Payment	E 101-52300-360	VEHICLE MAINT/EXPE	vehicle registration renewal		\$75.00	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$76.28
Refer	57272	RETIREMENT JOBS	Ck# 2018180E	9/5/2018		
Cash Payment	E 101-55300-300	OPERATING SUPPLIES	Job posting		\$99.00	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$99.00
Refer	57273	TARGET	Ck# 2018181E	9/5/2018		
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	Summer Reading 2018 supplies		\$57.88	
Invoice						
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	Summer reading 2018 Life-sized family games		\$51.61	
Invoice						
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	Summer Reading YA Raffle Basket week 5		\$38.56	
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$148.05
Refer	57274	TIME WARNER CABLE CREDIT CA	Ck# 2018182E	9/5/2018		
Cash Payment	E 101-52200-290	OUTSIDE SERVICES/C	July-August Service		\$249.99	
Invoice						

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 7

Payments

Current Period: AUGUST 2018

Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	July - August Internet			\$53.00
Cash Payment Invoice	E 101-53000-220 UTILITY SERVICES	July-August Phone			\$42.23
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	July-August Phone			\$42.22
Cash Payment Invoice	E 101-55110-220 UTILITY SERVICES	July-August Phone			\$42.22
Cash Payment Invoice	E 101-55300-300 OPERATING SUPPLIES	July-August Phone			\$42.22
Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	July-August Phone			\$42.23
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	July-August Phone			\$42.22
Cash Payment Invoice	E 101-52400-300 OPERATING SUPPLIES	July-August Phone			\$42.22
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	July-August Phone			\$42.22
Cash Payment Invoice	E 101-55370-300 OPERATING SUPPLIES	July - August Internet			\$30.00
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	July-August Phone			\$42.23
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	June-July Internet			\$83.33
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	July-August Internet			\$53.00
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	July - August Internet			\$53.00
Cash Payment Invoice	E 101-53000-220 UTILITY SERVICES	June-July Internet			\$83.33
Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	June-July Internet			\$83.33
Cash Payment Invoice	E 101-52200-290 OUTSIDE SERVICES/C	July-August Service			\$102.94
Cash Payment Invoice	E 101-52400-300 OPERATING SUPPLIES	July - August Internet			\$53.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	July - August Internet			\$53.00
Cash Payment Invoice	E 101-55300-300 OPERATING SUPPLIES	July - August Internet			\$53.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	July - August Internet			\$53.00
Cash Payment Invoice	E 101-53000-220 UTILITY SERVICES	July - August Internet			\$53.00
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total \$1,436.93
Refer	<u>57275 UNITED STATES POSTAL SERVIC Ck# 2018183E 9/5/2018</u>				
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	Certified Mail for Building Inspector			\$6.91
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	Pen Pal Package			\$1.84

VILLAGE OF HARTLAND

09/05/18 9:30 AM

Page 8

Payments

Current Period: AUGUST 2018

Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$8.75
Refer	57276 UW PARKING RAMP				Ck# 2018184E 9/5/2018	
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR		Parking for Staff Educational Event			\$12.00
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$12.00
Refer	57277 WALGREENS				Ck# 2018185E 9/5/2018	
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$22.17
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$22.17
Refer	57278 WALMART				Ck# 2018186E 9/5/2018	
Cash Payment	E 101-55110-310 BOOKS & MATERIALS		CD'S/DVD'S/BOOKS			\$15.96
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$113.75
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS		CD'S/DVD'S/BOOKS			\$71.83
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES		Summer Reading 2018 Play, Make, Discover			\$16.44
Invoice			Food prog			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES		Supplies for Hartland Kids Day's activity			\$8.25
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$122.28
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$54.86
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$12.72
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$39.40
Invoice						
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Supplies for Summer Camp			\$7.96
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$463.45
Refer	57279 WAUKESHA CTY FAIR				Ck# 2018187E 9/5/2018	
Cash Payment	E 101-52300-300 OPERATING SUPPLIES		booth at county fair for recruitment			\$961.73
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$961.73
Refer	57280 WAUKESHA CTY REGISTER OF DE				Ck# 2018188E 9/5/2018	
Cash Payment	E 101-51400-300 OPERATING SUPPLIES		Copy of Recorded Document			\$8.00
Invoice						
Cash Payment	E 101-51400-300 OPERATING SUPPLIES		Copy of Recorded Document			\$1.50
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$9.50
Refer	57281 WAUKESHA PARK & REC DEPT				Ck# 2018189E 9/5/2018	
Cash Payment	E 101-55300-303 SUMMER REC EXPENS		Trip Admissions for Summer Camp			\$218.00
Invoice						
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$218.00
Refer	57282 WI MUNICIPAL CLERKS ASSOC				Ck# 2018190E 9/5/2018	

VILLAGE OF HARTLAND
Payments

09/05/18 9:30 AM

Page 9

Current Period: AUGUST 2018

Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	Clerk's Conference				\$130.00
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$130.00
Refer	57283 WILSWORLD	Ck# 2018191E	9/5/2018			
Cash Payment Invoice	E 101-55110-345 STAFF EDUCATION/TR	Employee Training				\$95.00
Transaction Date	8/6/2018	Due 0	GF Checking	11100	Total	\$95.00

Fund Summary

	11100 GF Checking	
620 WATER FUND		\$178.56
204 SEWER		\$178.56
101 GENERAL FUND		\$17,039.46
		<u>\$17,396.58</u>

Pre-Written Checks	\$17,396.58
Checks to be Generated by the Computer	\$0.00
Total	<u>\$17,396.58</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
SEPTEMBER 10, 2018

Bartender (Operator's) License – expires June 30, 2020

Lamar White-Jones

The Interim Police Chief and Village Clerk have reviewed the license application listed above. The applicant has successfully completed the Responsible Beverage Servers Course.

Application for Fireworks Permit

Applicant: Lake Country Lutheran High School
Event: Alumni Homecoming
Date: September 28, 2018

The application has been approved by Fire Chief Dean. The Police Department has been advised.

Street Use Permit

Applicant: Arrowhead High School
Event: Homecoming Parade
Date: Sunday, September 21, 2018
Time: 3:45 p.m. to 5:00 p.m.

The Interim Police Chief, Public Works Supervisor and Fire Chief have reviewed the application.

Street Use Permit

Applicant: Lighthouse Events
Event: 5K/10K Run
Date: February 17, 2019
Time: 5:00 a.m. to 11:00 a.m.

The Interim Police Chief, Public Works Supervisor and Fire Chief have reviewed the application.



APPLICATION FOR FIREWORKS PERMIT

Application is being made under Municipal Code Sec. 38-3 – Sale and discharge of fireworks prohibited

Applicant: Lake Country Lutheran High School

Address: 401 Campus Drive - Hartland, WI 53029

Phone Number: 262-367-8600 Email: SDEBRAAL@LHSAGM.ORG

Location of display: Football Field Area

Date/time of display: 9/28/17 - 6:50pm-7:10pm (estimated)

Please provide the following information as an attachment to this application:

Certificate of liability insurance with the Village of Hartland named as additional insured in the amount of \$1,000,000.

I hereby apply for a Fireworks Permit subject to Section 38-3 of the Village of Hartland Municipal Code and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the discharge of fireworks if a permit is granted to me.

The permit shall, if issued, be from the date of its issuance unless otherwise approved by the Village Board for a specific period of time or the permit is revoked for cause by the Village Board. I further certify that I am over 18 years of age as a fireworks permit may not be issued to a minor.

Applicant's Signature: Shari S. DeBaal

Date: 8/20/18

For Staff Use Only:

Village Board Approval: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY The Partners Group Ltd		NAMED INSURED Wolverine Fireworks Display, Inc. 205 West Seldiers Road Kawkawlin MI 48631	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured(s): he Lutheran High School Association of Greater Milwaukee, Milwaukee Lutheran High School, Martin Luther High School, Lake Country Lutheran High School, City of Milwaukee, City of Greendale, CFO Cole Braun, Village of Hartland,



Date: 8/30/18
Rec #: 198261

**STREET USE PERMIT
APPLICATION
FOR LARGE SCALE EVENTS**

(Three (3) or more City Blocks, or More than 1,200 Feet)

**APPLICATION MUST BE RECEIVED AT THE ADMINISTRATIVE OFFICES AT LEAST 30 DAYS IN
ADVANCE OF THE DATE OF THE EVENT**

\$50.00 FEE

Nonrefundable application fee is required at time of filing

Sponsoring Agency (if applicable) Arrowhead High School
Street Address 700 North Ave
Web Page and/or e-mail address arrowheadschoools.org
Phone No. 262-369-3611 **Fax No.** 262-367-4693

Contact Person Tamara Varsos
Street Address (if different than above) _____
E-mail Address varsos@arrowheadschools.org
Phone No. 262-369-3611 **Fax No.** _____
ext. 3145

Street name and block numbers (attach map and diagram)
Church St. Col Rd E * Please make sure
E Capitol Drive NO Parking signs are
posted on Church St. for

Date(s) of Closure/Use Sun Sept 23rd **Rain Date?** Fri 9/25 Parade
Hours of Closure/Use 3:45PM-5PM **Estimated Attendance** _____ line-up

Describe Event (include time table indicating hours of set up and tear down if applicable)
Homecoming Parade - 3:45 PM meet time
to line parade participants at Church St. 4:30-5 PM
parade time ending at the high school.

Additional permits are required for the following activities - applications available at the Village Administrative office:

Sale of beer and/or wine - Class "B" Picnic Beer/Wine License \$10

Signature of Applicant Tamara Varsos **Date** 8/30/18
(Falsification of information will result in denial of permit)

**IMPORTANT! - PLEASE ATTACH CERTIFICATE OF INSURANCE
WITH VILLAGE OF HARTLAND LISTED AS AN ADDITIONAL INSURED**

Return completed application and \$50 application fee to:
Village of Hartland, 210 Cottonwood Avenue, Hartland, WI 53029
(Phone 262-367-2714)

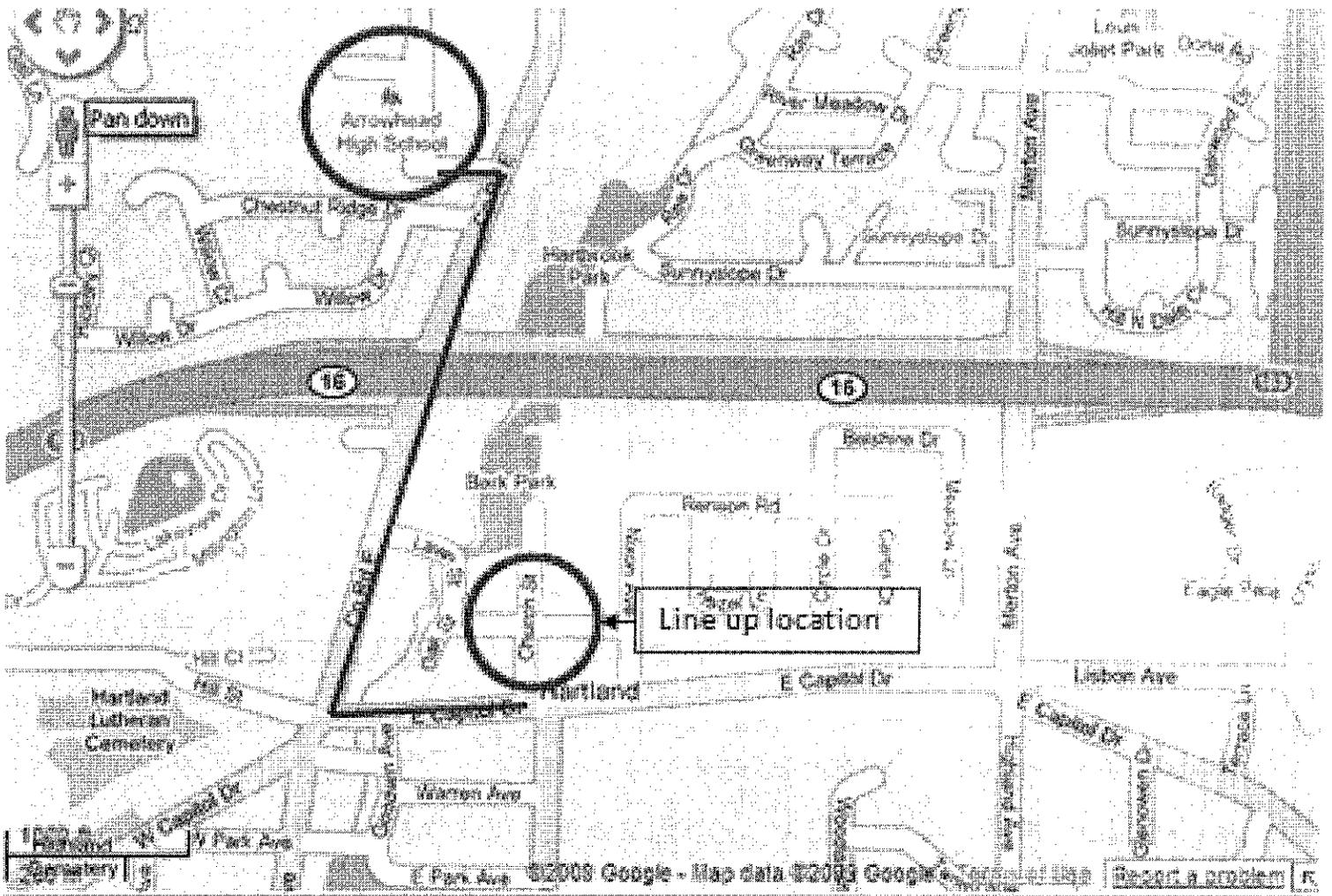
OVER →

Line-Up → 4:00

Parade Starts → 4:30

Parade Route: Follow E Capitol Drive west to Co Rd E (aka North Ave). Turn right onto North Ave. Follow north to Arrowhead High School.

ALL FLOATS MUST HAVE AN APPROVED ADULT ADVISOR/SPONSOR WHO IS RESPONSIBLE FOR THE FLOAT AND MUST ACCOMPANY THE FLOAT FOR THE ENTIRE DURATION OF THE PARADE





Date: 8/17/18
Rec #: 198085

**STREET USE PERMIT
APPLICATION
FOR LARGE SCALE EVENTS**

(Three (3) or more City Blocks, or More than 1,200 Feet)

APPLICATION MUST BE RECEIVED AT THE ADMINISTRATIVE OFFICES AT LEAST 30 DAYS IN ADVANCE OF THE DATE OF THE EVENT

\$50.00 FEE

Nonrefundable application fee is required at time of filing

Sponsoring Agency (if applicable) Lighthouse Events
Street Address 610 N. Wacker Drive 3B
Web Page and/or e-mail address racelighthouse.com
Phone No. 262-685-8968 **Fax No.**

Contact Person Emilie Hoett
Street Address (if different than above)
E-mail Address emilie@racelighthouse.com
Phone No. 920-342-0134 **Fax No.**

Street name and block numbers (attach map and diagram)
401 Campus Dr. - Lake Country Lutheran

Date(s) of Closure/Use Campus Drive 2/17/2019 **Rain Date?**
Hours of Closure/Use 5:00am - 11:00am **Estimated Attendance** 1,300

Describe Event (include time table indicating hours of set up and tear down if applicable)
5k/10K Run, Set up/ tear down 4:00am - 12:00pm

Additional permits are required for the following activities – applications available at the Village Administrative office:

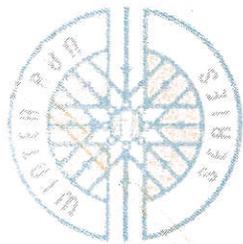
Sale of beer and/or wine – Class "B" Picnic Beer/Wine License \$10

Signature of Applicant  **Date** August 14, 2018
(Falsification of information will result in denial of permit)

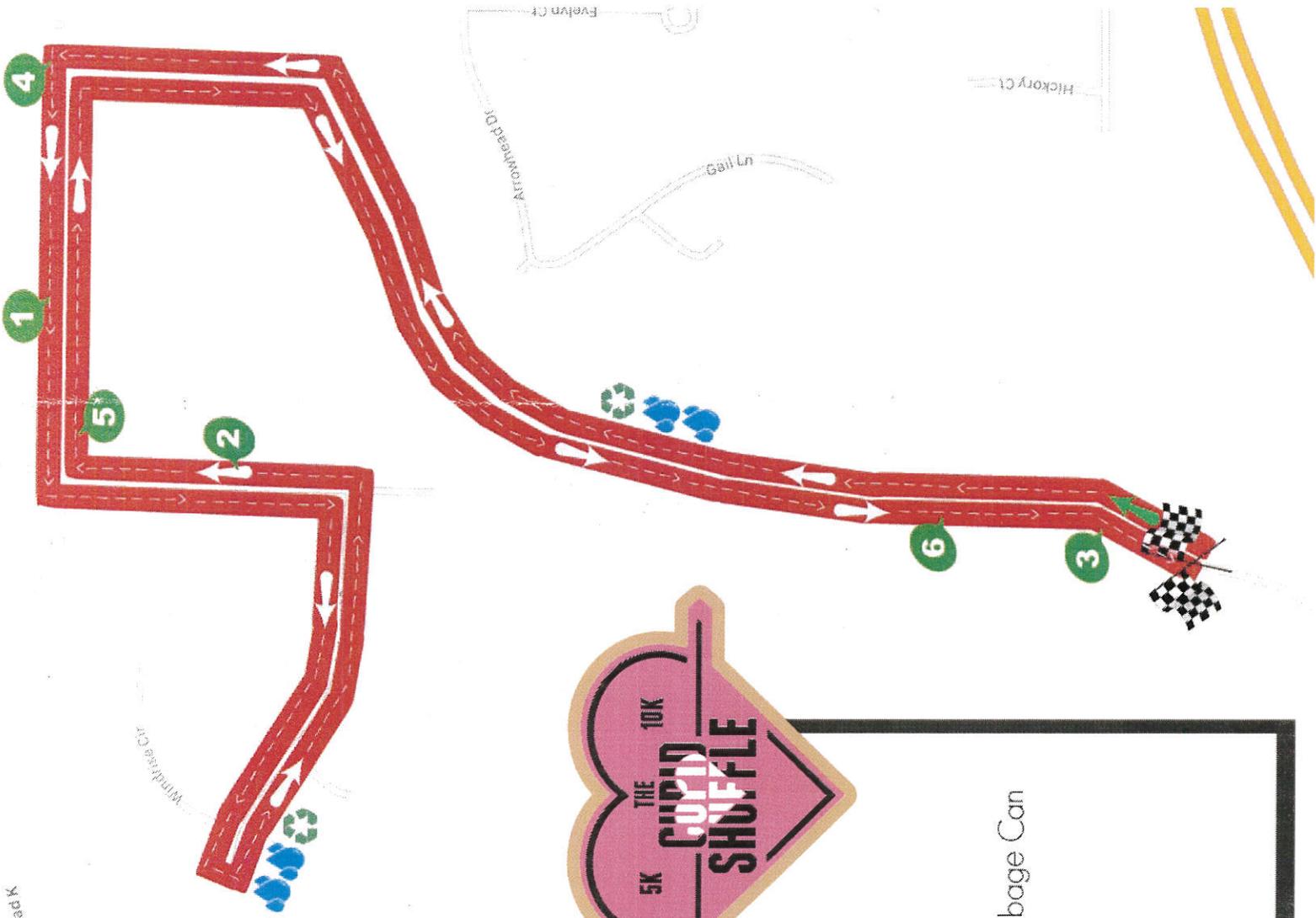
IMPORTANT! – PLEASE ATTACH CERTIFICATE OF INSURANCE WITH VILLAGE OF HARTLAND LISTED AS AN ADDITIONAL INSURED

Return completed application and \$50 application fee to:
Village of Hartland, 210 Cottonwood Avenue, Hartland, WI 53029
(Phone 262-367-2714)

OVER →



County Road K



THE 10K 5K CUPID SHUFFLE

Mile Marker



Starting Direction



Race Route



Start & Finish Line



Water Stop



Garbage Can



5k single loop course

10k double loop course

5k one aid station

10k three aid stations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2018

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Lighthouse Events Emilie Hoefl 610 N. Wacker St 3B Hartford, WI 53027	INSURER A: Evanston Insurance Company	35378
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5466-M1451356	02/17/2019	02/18/2019	EACH OCCURRENCE <small>INCLUDES BODILY INJURY & PROPERTY DAMAGE</small> \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 1200, Event Type: 5 K Run.

CERTIFICATE HOLDER

Village of Hartland
 210 Cottonwood Avenue
 Hartland, WI 53029

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Hartland 210 Cottonwood Avenue Hartland, WI 53029
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



August 27, 2018

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Dear Plan Commission,

I am submitting this petition for a New Planned Unit Development Overlay in order to change the use of this site from its current contemplated use, RS-1 Low Density Cluster Development, to a Condominium Plat.

The proposed use does conform to the Village's adopted comprehensive plan for this area.

The total area to be included in the PUD is the full 38.21 acres of the parcel. As proposed the project preserves 12.79 acres of open space. There are 50 single family condominiums proposed for a net density of 1.32 units per net acre. This development would connect to municipal sewer and water service currently located adjacent to the property if approved.

The proposed development costs are estimated around five million dollars to include necessary road improvements, neighborhood amenities, walking trails, community landscaping, and necessary infrastructure improvements. It is estimated that individual single family condominiums will retail between \$450,000 and \$650,000. Upon completion the development will add an estimated \$22-\$32 million dollars in tax base to the Village of Hartland.

The proposed development will be established with a condominium association responsible for architectural oversight, enforcement, budget, and management of neighborhood common and private elements.

If approved the commencement of development work is anticipated to be Spring of 2019. We anticipate an approximate 3-4 year time frame for full completion of the units.

This petition is being made after careful consideration regarding the market supply and demand of different residential product types in the Hartland area. In addition, this petition considers the future effect of the inevitable re-routing of County Highway KE through the area.

Please let me know of any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Lindgren", written in a cursive style.

Bryan Lindgren



VILLAGE OF HARTLAND
PETITION FOR:



REZONING

ZONING CODE AMENDMENT

(REQUIRES 2 PLAN COMMISSION MEETINGS AND MAY INCLUDE UP TO 3 VILLAGE BOARD MEETINGS. DURING ONE OF THE VILLAGE BOARD MEETINGS A PUBLIC HEARING SHALL BE HELD)

FEE: \$400.00 + \$200 Professional Fee Deposit

Date Filed:	Fee Paid:
	Receipt No. <u>198205</u>

- Name: Neumann Developments Inc.
Address of Owner/Agent: N27 W24025 Paul Ct., suite 100
Pewaukee, WI 53072
Phone Number of Owner/Agent: 262-542-9200
FAX No. — E-mail blindgren@neumanncompanies.com
- State zoning change desired. (Example: From RS-1 (Single Family) to B-1 (Neighborhood Business))
Town of Merton Zoning to Village of Hartland RS-1 w/ PUD overlay
- Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
- State present use of property and intended use. Currently agricultural with the
intent to develop as condominium
- State present language change code section and proposed language (use additional paper if necessary).



Signature of Petitioner

N27 W24025 Paul Ct, suite 100, Pewaukee, WI 53072

Address

262-542-9200

Phone

NOTE:

- a. Upon receipt of the petition of rezoning or zoning amendment change, the Plan Commission shall consider the request after the second meeting and make a recommendation to the Village Board. If the Village Board, upon reviewing the Plan Commission's recommendation, determines the request to have merit, it may order publication for a public hearing. After the public hearing held by the Village Board, it will take any action deemed necessary.
- b. Include a Plat Map in triplicate, drawn to a scale of not less than 100 ft. to the inch, showing the land in question, its location, the length and direction of each boundary thereof, the location of existing buildings and uses of same on such lands. Also, show the proposed building and the plat plans and indicate setbacks and offsets from the lot line. Parking area should also be shown.
- c. Ask for a copy of the Village Ordinance relating to zoning changes.
- d. Include fee payable to **The Village of Hartland**
\$400 for Rezoning + \$200 Professional Fee Deposit
- e. Mail or deliver request, in triplicate, to:

**Village of Hartland
Village Clerk
210 Cottonwood Avenue
Hartland, WI 53029**

REZONING EXHIBIT "A"

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

N89°12'56"E 1315.45
N. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

1287.24
N00°25'53"E
1320.25
PRIVATE DRIVE
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

1285.945
E. LINE, S.W. 1/4, SEC. 25-8-18
(N00°30'30"E 2637.91)
1318.955

**LANDS TO
BE REZONED
TO "RS-1" (PUD)**
1,734,293 S.F.
39.8139 Ac.
(INCLUDES R.O.W.)

1,690,939 S.F.
38.8186 Ac.
(EXCLUDES R.O.W.)

SOUTHERN
OAK DR.

MARY HILL SUBDIVISION

S89°09'28"W

1313.76

33'

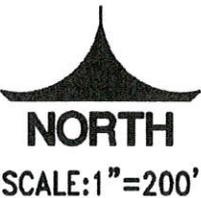
33.01
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

S89°09'28"W

1313.71

LISBON ROAD (C.T.H. "K")

(P.O.B.)
S. 1/4 CORNER,
SEC. 25-8-18



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1480
Fax: (262) 790-1481

REZONING EXHIBIT "B"

LANDS TO BE REZONED TO "RS-1" (PUD)

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

Date: 8-27-18



A handwritten signature in black ink that reads "Grady L. Gosser".

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481



VILLAGE OF HARTLAND
PETITION FOR:



NEW PLANNED UNIT DEVELOPMENT OVERLAY PETITION
(REQUIRES 2 PLAN COMMISSION MEETINGS AND MAY INCLUDE UP TO 3 VILLAGE BOARD MEETINGS. DURING ONE OF THE VILLAGE BOARD MEETINGS A PUBLIC HEARING SHALL BE HELD)

OR

AMENDMENT TO EXISTING PLANNED UNIT DEVELOPMENT
(REQUIRES 2 PLAN COMMISSION MEETINGS AND MAY INCLUDE UP TO 3 VILLAGE BOARD MEETINGS. DURING ONE OF THE VILLAGE BOARD MEETINGS A PUBLIC HEARING SHALL BE HELD)

FEE: \$150.00 + \$1,000 Professional Fee Deposit

Date:	Fee Paid:
Date Filed:	Receipt No. 198205

- Name: Neumann Developments Inc.
Address of Owner/Agent: N27 W24025 Paul Ct., suite 100
Pewaukee, WI 53072
Phone Number of Owner/Agent: 262-542-9200
FAX No. - E-mail blindgren@neumanncompanies.com
- Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
- State present use of property and intended use.
This property is currently used as agricultural and we intend
to develop as a condominium plat

Signature of Petitioner
N27W24025 Paul Ct., suite 100, Pewaukee, WI 53072
Address
262-542-9200
Phone



**APPLICATION FOR
PLAN COMMISSION**

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description				50 unit single family condominium development																			
Proposed Use			Residential		No. of Employees																		
Project Location								N56W28628 CTHK, Merton															
Project Name								Overlook Trails															
Owner				Overlook Trails LLC, Neumann Developments				Phone				262-542-9200											
Address				N27W24025 Paul Ct, suite 100				City		Pewaukee		State		WI		Zip		53072					
Engineer/Architect				Trio Engineering				Phone		262-790-1480		FAX		-									
Address				12660 West North Ave #7				City		Brookfield		State		WI		Zip		53005					
Contact Person			Josh Pudelko			Phone			414-801-2122			FAX			-			E-mail			jpudelko@trioeng.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 application materials and one (1) electronic copy of all materials must be submitted.

Applications that include site plans must depict 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.

All applications for consideration by the Plan Commission are subject to the policies described in this document.

Date Applied:	Date of Meeting:	Return Comments by:
---------------	------------------	---------------------

VILLAGE OF HARTLAND
PETITION FOR LAND DIVISION:

EXTRATERRITORIAL PLAT REVIEW - \$100

CSM (Certified Survey Map) + \$300 Professional Fee Deposit
OR

PRELIMINARY PLAT REVIEW + \$1,000 Professional Fee Deposit

Up to Five Parcels - \$150.00
Six to Fourteen Parcels - \$300.00
Fifteen or More Parcels - \$500.00

Reapplication for Approval of Any Preliminary
Plat Requiring Review \$50.00 (Minimum)
Reapplication for Previously Reviewed Plat \$10.00

FINAL PLAT REVIEW

\$10.00 Plus \$1.00 for Each Parcel Within the Final Plat
\$10.00 for Reapplication of Any Final Plat Previously Reviewed

Date:	Fee Paid:
Date Filed:	Receipt No.: 198205

- Name: Neumann Developments Inc.
Address of Owner/Agent: N27W24025 Paul Ct., suite 100
Pewaukee, WI 53072
Phone Number of Owner/Agent: 262-542-9200
- Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
- State present use of property and intended use.
The property is currently used as agricultural and we intend to
develop as a condominium plat

[Signature]
Signature of Petitioner

N27W24025 Paul Ct, Suite 100, Pewaukee, WI 53072
Address

262-542-9200
Phone



NOTE:

- a. Include a Plat Map in triplicate, drawn to a scale of not less than 100 ft. to the inch, showing the land in question, its location, the length and direction of each boundary thereof.
- b. Include fee payable to **The Village of Hartland**

CSM fees + \$300 Professional Fee Deposit
Or
Preliminary Plat Review Fees + \$1,000 Professional Fee Deposit

Up to Five Parcels	\$150.00
Six to Fourteen Parcels	\$300.00
Fifteen or More Parcels	\$500.00

Reapplication for Approval of Any Preliminary Plat Requiring Review	\$50.00 (Minimum)
Reapplication for Previously Reviewed Plat	\$10.00

Final Plat Review Fees:

\$10.00 Plus \$1.00 for Each Parcel Within the Final Plat
\$10.00 for Reapplication of Any Final Plat Previously Reviewed

- c. Mail or deliver request, in triplicate, to:

Village of Hartland
Village Clerk
210 Cottonwood Avenue
Hartland, WI 53029

- d. **Extraterritorial Plat Review Fee: \$100**

Submit plat and \$100 fee to:

Village of Hartland
Village Clerk
210 Cottonwood Avenue
Hartland, WI 53029

REZONING EXHIBIT "A"

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

N89°12'56"E 1315.45
N. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

MARY HILL SUBDIVISION
PRIVATE DRIVE
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18
1320.25
1287.24

E. LINE, S.W. 1/4, SEC. 25-8-18
(N00°30'30"E 2637.91)
1318.955

LANDS TO
BE REZONED
TO "RS-1" (PUD)

1,734,293 S.F.
39.8139 Ac.
(INCLUDES R.O.W.)

1,690,939 S.F.
38.8186 Ac.
(EXCLUDES R.O.W.)

SOUTHERN
OAK DR.

MARY HILL SUBDIVISION

N00°25'53"E

S89°09'28"W

1313.76

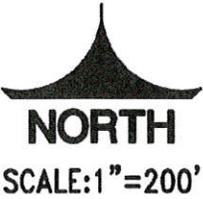
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

S89°09'28"W

1313.71

LISBON ROAD (C.T.H. "K")

(P.O.B.)
S. 1/4 CORNER,
SEC. 25-8-18



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1490
Fax: (262) 790-1481

REZONING EXHIBIT "B"

LANDS TO BE REZONED TO "RS-1" (PUD)

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

Date: 8-27-18



A handwritten signature in cursive script that reads "Grady L. Gosser".

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481



Overlook Trails

Construction Guidelines

- Dwelling size
 - 1,600 sq ft for one-story
- Materials
 - Natural Materials; masonry, stone, cement board, LP Smart Side siding, stucco, EIFS
 - Fascia and soffit may be aluminum
 - All elevations shall have 6" window and door wraps
 - All corners shall have 6" trim boards
 - Front elevation must have a minimum of 10% square feet of stone, brick, or other architectural features (vertical siding, shakes, etc.) and must terminate at an inside corner or wrap at least 2' around sides
 - Visible materials on all exterior porches and decks (posts, railings, spindles, facia, etc.) shall be composed of painted/stained rough cedar or synthetic maintenance free materials such as composite plastic, cement board, metal or masonry products
 - Side Elevations of homes shall require a minimum of three architectural elements for each ranch elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.
- Roofing
 - Non-Combustible material or Class A fire rated Dimensional shingles or better
 - Minimum pitch of 8/12 shall be required
- Garage
 - Minimum 2 cars, attached, 440 sf
 - All garage access shall be side entry to the unit with decorative garage doors with either glass inserts or have architectural design such as carriage style or similar



Architectural Examples



DISCLOSURE MATERIALS

The Glen at Overlook Trails Condominium
The Village of Hartland, Waukesha County, Wisconsin

Declarant: Overlook Trails LLC
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Declarant's Agent: Matthew Neumann

1. These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any of the provisions contained in them, you should obtain professional advice.
2. These disclosure materials given to you as required by law may, with the exception of the executive summary, be relied upon as correct and binding. For a complete understanding of the executive summary, consult the disclosure documents to which a particular executive summary statement pertains. Oral statements may not be legally binding.
3. You may at any time within five (5) business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive full refund of any deposits made. If the seller delivers less than all of the documents required, you may, within five (5) business days following receipt of the documents, deliver a request for any missing documents. If you timely deliver a request for missing documents, you may, at any time within five (5) days following the earlier of either the receipt of the requested documents for the seller's deadline to deliver the requested documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

RECEIPT

The undersigned hereby acknowledge(s) receipt of the Disclosure materials for The Glen at Overlook Trails Condominium Association. These documents include the Declaration, Bylaws, Articles of Incorporation, Management or Employment Contracts, Annual Operating Budget, Floor Plan and Map, Rules and Regulations and Statutory Reserve Account Statement.

_____(Signature) Date: _____
Print Name: _____

_____(Signature) Date: _____
Print Name: _____

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Name:

Overlook Trails, LLC

Address:

N27 W24025 Paul Ct.

suite 100

Pewaukee, WI 53072

Email:

blindgren@neumanncompanies.com

Office use only:

1. Town where property is located:

Merton

2. Petitioned City or Village:

Hartland

3. County where property is located:

Waukesha

4. Population of the territory to be annexed:

5. Area (in acres) of the territory to be annexed:

39.81 ac

6. Tax parcel number(s) of territory to be annexed

MRTT0387997

(if the territory is part or all of an existing parcel):

MRTT0387996

Petitioners phone:

262-542-9200

Town clerk's phone:

262-966-2651

City/Village clerk's phone:

262-367-2714

Contact Information if different than petitioner:

Representative's Name and Address:

Neumann Developments, Inc.

N27 W24025 Paul Ct.

suite 100

Pewaukee, WI 53072

Phone:

262-542-9200

E-mail:

blindgren@neumanncompanies.com

Surveyor or Engineering Firm's Name & Address:

Trio Engineering

12660 West North Avenue #7

Brookfield, WI 53005

Phone:

262-790-1480

E-mail:

jpudelho@trioeng.com

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
 - OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$ 350 Initial Filing Fee (required with the first submittal of all petitions)
\$200 – 2 acres or less
\$350 – 2.01 acres or more

\$ 800 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)
\$200 – 2 acres or less
\$600 – 2.01 to 10 acres
\$800 – 10.01 to 50 acres
\$1,000 – 50.01 to 100 acres
\$1,400 – 100.01 to 200 acres
\$2,000 – 200.01 to 500 acres
\$4,000 – Over 500 acres

\$ 1150 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners of the following described territory located in the Town of Merton, Waukesha County, Wisconsin lying contiguous to the Village of Hartland, petition the Honorable President and Common Council of said village to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the Village of Hartland, Waukesha County, Wisconsin.

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

There are no persons residing in the territory.

Dated this 5 day of September, 2018



Overlook Trails, LLC

By: Steve DeCreene, Member

ANNEXATION EXHIBIT "A"

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611
TAX KEY # MRTT0387999001

UNPLATTED LANDS
TAX KEY # MRTT0387999

N89°12'56"E 1315.45
N. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

UNPLATTED LANDS
TAX KEY # MRTT0388990

TOWN OF MERTON
VILLAGE OF HARTLAND

E. LINE, S.W. 1/4, SEC. 25-8-18
(N00°30'30"E 2637.91)

1318.955

UNPLATTED LANDS
TAX KEY # HAV038899002

S00°30'30"W

TOTAL ANNEXATION AREA

1,734,293 S.F.
39.8139 Ac.

TAX KEY #
MRTT0387997

MARY HILL SUBDIVISION
VILLAGE OF HARTLAND
TOWN OF MERTON
PRIVATE DRIVE
1320.25
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

N00°25'53"E

SOUTHERN OAK DR

MARY HILL SUBDIVISION
TAX KEY # MRTT0387999

TAX KEY #
MRTT0387996

(P.O.B.)
S. 1/4 CORNER,
SEC. 25-8-18

S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

S89°09'28"W 1313.71
LISBON ROAD (C.T.H. "K")



NORTH
SCALE: 1" = 200'



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 8/27/18

ANNEXATION EXHIBIT "B"

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Town of Merton, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

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Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

Date: 8-27-18



A handwritten signature in cursive script that reads "Grady L. Gosser".

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the  icon), or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: THE GLEN AT OVERLOOK TRAILS

How is the condominium association managed?

- What is the name of the condominium association? The Glen at Overlook Trails Condominium
- What is the association's mailing address? N63 W23849 Main Street, Sussex, Wisconsin 53089
- How is the association managed? By the unit owners (self-managed) By a management agent or company By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? John Wahlen, Cornerstone Communities, LLC (management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? Phone (262) 691-2396 Fax (262) 691-2398
www.cornerstonedevelopment.com ; jw@cornerstonedevelopment.com

 For specific information about the management of this association, see ARTICLE VI

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 2 How many Outside? How many Inside? 2
 Common Element Limited common element Included as part of the unit Separate non-voting units Depends on individual transaction [check all that apply]
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)? No Yes, in the amount of \$ per Other (specify):
- Are parking assignments reserved or designated on the plat or in the condominium documents?
 No Yes – where?
- Are parking spaces assigned to a unit by deed? No Yes
- Can parking spaces be transferred between unit owners? No Yes
- What parking is available for visitors? STREET AND IN FRONT OF GARAGES
- What are the parking restrictions at this condominium? NO OVERNIGHT STREET PARKING; VEHICLE CANNOT BE PARKED OUTSIDE BEYOND 10 DAY PERIOD; ONLY TEMPORARY RV PARKING

 For specific information about parking at this condominium, see RULES AND REGULATIONS

May I have any pets at this condominium?

- No Yes 2 MAXIMUM PER HOUSEHOLD
- What are some of the major restrictions and limitations on pets? THE FOLLOWING BREEDS OF DOGS ARE NOT WELCOME: all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.

⊛ For specific information about the condominium pet rules, see RULES & REGULATIONS SECTION XII Animals

May I rent my condominium unit?

- No Yes - What are the major limitations and restrictions on unit rentals? NO LESS THAN 180 DAY LEASES; TENANT MUST ABIDE BY RULES, BYLAWS & DECLARATION

⊛ For specific information about leases, see RULES & REGULATIONS SECTION IV

Does this condominium have any special amenities and features?

- No Yes - What are the major amenities and features? THE ASSOCIATION MANAGES WALKING TRAILS THROUGHOUT THE NEIGHBORHOOD AND GAZEBO AND PICKLE BALL COURT
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? No Yes - What is the cost? \$

⊛ For specific information about special amenities, n/a

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair INTERIOR OF UNIT, EXTERIOR AIR CONDITIONER, WINDOWS, SIDING, ROOFS, DECKS, DOORS, PATIOS, AND REPAIRS TO SIDEWALKS AND DRIVEWAYS

⊛ For specific information about unit maintenance and repairs, see DECLARATION SECTION 12

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common element maintenance, repair and replacement is performed as follows: BY THE ASSOCIATION WHICH, AS DIRECTED BY THE BOARD, MAY DELEGATE TO THE PROPERTY MANAGER OR SERVICE PROVIDER AS THEY DEEM APPROPRIATE
- How are repairs and replacements of the common elements funded? Unit owner assessment Reserve Funds Both Other (specify):
- Limited common element maintenance, repairs and replacement is performed as follows: BY THE UNIT OWNERS
- How are repairs and replacements of the limited common elements funded? Unit owner assessment Reserve Funds Both Other (specify): UNIT OWNERS

⊛ For specific information about common element maintenance, repairs and replacements see BYLAWS ARTICLE VII

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? Yes No

Is there a Statutory Reserve Account (see note on page 3)? Yes No

⊛ For specific information about this condominium's reserve funds for repairs and replacements, see BYLAWS SECTION 6.4 & BUDGET

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different from the obligations of new unit purchasers to pay fees on their units? Not applicable (no developer-owned units) No Yes

In what way? DEVELOPER PAYS FEES IF OCCUPANCY PERMIT IS PULLED, AS IT IS BEFORE TRANSFERRING UNIT IN SALE.

- Are there any special provisions for the payment of assessment fees that apply only during the developer control period? No Yes Describe these provisions: DECLARANT IS LIABLE FOR THE BALANCE OF ACTUAL COMMON EXPENSE DEFICIENCIES WHILE UNDER DECLARANT CONTROL

☛ For specific information about condominium fees during the developer control period, see BYLAWS ARTICLE VI & DECLARATION SECTION 15.9

Has the declarant (developer) reserved the right to expand this condominium in the future?

- No Yes - How many additional units may be added through expansion? 50 (IN TOTAL IN VARIOUS PHASES) UNITS
- When does the expansion period end? WHEN THE LAST UNIT IS CONVEYED TO THE NEW OWNER
- Who will manage the condominium during the expansion period? DECLARANT

☛ For specific information about condominium expansion plans, see PRELIMINARY CONDO PLAT (FINAL EXPANSION AREA)

May I alter my unit or enclose any limited common elements?

- Describe the rules, restrictions and procedures for altering a unit: ALTERATIONS ARE ALLOWED ON THE INTERIOR ONLY OF EACH UNIT
- Describe the rules, restrictions and procedures for enclosing limited common elements: NOT ALLOWED WITHOUT WRITTEN APPROVAL OF THE ASSOCIATION

☛ For specific information about unit alterations and limited common element enclosures, see DECLARATION SECTIONS 7, 8 & 21

Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

☛ For specific information about condominium document amendment procedures and requirements, see DECLARATION SECTION 24.6

This Executive Summary was prepared on August 27, 2018 (insert date)

By Matthew Neumann, Declarant (state name and title or position).

***Note:** A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

This Executive Summary was developed and distributed by the Wisconsin REALTORS® Association (2004). Drafted by: Attorneys Debra Peterson Conrad (WRA), Jonathan B. Levine, and Lisa M. Pardon (Brennan, Steil & Basting, S.C.)

**DECLARATION OF CONDOMINIUM
OF
THE GLEN AT OVERLOOK TRAILS
CONDOMINIUM**

Document Number

Document Title

Recording Area

Document Drafted By and Return
to:

Overlook Trails LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072

Attention: Steve DeCleene

PIN:

The Glen at Overlook Trails Condominium

Declaration of Condominium

**DECLARATION OF CONDOMINIUM
FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**

Index of Declaration

1. STATEMENT OF DECLARATION.
2. NAME.
3. LEGAL DESCRIPTION.
4. DEFINITIONS.
5. DESCRIPTIONS OF BUILDINGS AND UNITS.
6. EXPANSION OF CONDOMINIUM.
7. COMMON ELEMENTS AND FACILITIES.
8. LIMITED COMMON ELEMENTS.
9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.
10. ASSOCIATION OF UNIT OWNERS.
11. RESIDENTIAL PURPOSE.
12. REPAIRS AND MAINTENANCE.
13. DESTRUCTION AND RECONSTRUCTION.
14. INSURANCE.
15. COVENANT FOR ASSESSMENTS.
16. PARTITION OF COMMON ELEMENTS PROHIBITED.
17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.
18. EASEMENTS, RESERVATIONS, ENCROACHMENTS & GRADING.
19. ARCHITECTURAL CONTROL.
20. MORTGAGEE RIGHTS.
21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.
22. CONDEMNATION.
23. INTENTIONALLY LEFT BLANK.
24. GENERAL PROVISIONS.

- EXHIBIT A** Land Legal Description
EXHIBIT B Expansion Real Estate Legal Description
EXHIBIT C Condominium Plat
EXHIBIT D Unit Addresses

**DECLARATION OF CONDOMINIUM
FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR THE GLEN AT OVERLOOK TRAILS CONDOMINIUM (the "Declaration") is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by Overlook Trails LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties hereafter having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**.

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on EXHIBIT A attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) **"ASSESSMENTS"** refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.
- (b) **"ASSOCIATION"** shall mean and refer to **THE GLEN AT OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC.**, a Wisconsin corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.
- (c) **"BUILDING"** shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

- (d) **"BUILDING PAD"** shall mean the area shown on the Plat within which Buildings and Limited Common Elements may occur as described in Section 5.1.
- (e) **"BY-LAWS"** means the by-laws of the Association.
- (f) **"COMMON ELEMENTS"** shall mean all portions of the Condominium other than Units.
- (g) **"DECLARANT"** shall mean and refer to Overlook Trails LLC and its successors and assigns.
- (h) **"EXPANSION REAL ESTATE"** means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on EXHIBIT B, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.
- (i) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (j) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration
- (k) **"MORTGAGE"** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.
- (l) **"MORTGAGEE"** shall mean the holder of any Mortgage or any land contract vendor.
- (m) **"OWNER"** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.
- (n) **"PERCENTAGE INTEREST"** means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.
- (o) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.
- (p) **"PLAT"** shall mean the Condominium Plat of the Condominium a copy of which is attached hereto as EXHIBIT C, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time.
- (q) **"RULES AND REGULATIONS"** means the Rules and Regulations of the Association, and as amended from time to time.

- (r) **“UNIT”** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.
- (s) **“UNIT NUMBER”** shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The Plat identifies Building Pads for each Building to be erected in the Condominium. Each Building Pad anticipates that One Unit will be constructed on a single Building Pad. Buildings may be erected anywhere within a Building Pad, subject to Article 19 below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit or Units for that Building Pad will be deemed to occupy the entire Building Pad. Initially by this Declaration, there will be fifty (50) Units, as shown on the Plat. The Buildings are or will be constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant’s sole discretion.

5.2 UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached EXHIBIT D.

5.3 UNIT BOUNDARIES. After completion of construction of a Building, the vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the exterior surface cladding, or, in the case of foundation walls, the face of the masonry foundation walls. Horizontal boundaries shall not apply. As a consequence of the boundaries above, but subject to the following paragraph, the internal and exterior structural elements and the exterior structure including the roof of the Building, siding, masonry, exterior trim, soffits, fascia, and gutters are a part of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and the attached garage for the Unit.

5.4 DECLARANT’S RIGHT TO CHANGE PLANS. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. If Declarant does not expand the Condominium to include any portion of the Expansion Real Estate, Declarant may develop the same in any manner that Declarant deems advisable, and Declarant reserves easements, for the benefit of the Expansion Real Estate, over the Condominium for drainage as shown on the Plat, and for the use of any utility lines (e.g., sewer, water, telecommunications) that are routed through the Condominium. The option to expand is subject to the following:

(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Plat and described in Exhibit B.

(b) the maximum number of Units in the Condominium as expanded will not exceed 50.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 2 Units per building) and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate added to the Condominium shall be subject to the same restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessments and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. Consent. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of the area outside each home starting 6 feet from the exterior envelope of the building, all of the Condominium, including improvements and appurtenances thereto, except the Units as described in Section 5.3, and shall include, without limitation, the Land, the private storm sewer and drainage system, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and stormwater detention ponds; common parking areas, common sidewalks and landscaping comprising the Condominium.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

(a) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas

mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(b) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

8. LIMITED COMMON ELEMENTS.

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration or on the Plat, and also include but are not necessarily limited to: (i) all landings, access steps, porch, patio, sidewalks, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Plat; and (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the Owners or occupants for the Unit or Units to which they are appurtenant or serve, to the exclusion of all

other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas identified for porches, patios, decks and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual patio and/or deck constructed by Declarant at the time of initial construction may be smaller than the Limited Common Element area shown on the Plat. The identification of the Limited Common Element area provides the Unit Owner with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, and decks. The Unit Owner shall maintain same in a first class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alterations, and no changes affecting the visual look of the exterior of a Unit or any Common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without the prior written approval of the Association which approval may be given or denied upon such terms and conditions as the Association deems appropriate, and in its sole discretion.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per Section 21 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as The Glen at Overlook Trails Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per Section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including Section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving its right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 10.3 and this Section 10.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right to create by expansion are included in the Condominium.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel

as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than six (6) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than six months; or (ii) any rental if the

occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. Any Vehicle parked in any common or limited common element cannot be parked for more than 24 consecutive hours without the express prior consent of the Board. Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations.

(f) Exterior antennae and satellite dishes shall not be placed on any Building. Exterior antennae and satellite dishes may be placed on the Limited Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

(g) A Unit Owner's may not plant any flowers, vegetables, trees, shrubbery or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval, including without limitation (i) those items set forth in the second paragraph of Section 5.3, (ii) all of the equipment, fixtures and appurtenances, located on or upon the Unit, and (iii) the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop and concrete walkway connecting a porch to the driveway. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be

responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, water, sewer, and gas main and laterals and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge its obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, maintenance of planting areas appurtenant to such units, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses

for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be as authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled,

invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their Mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessments. The Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well as the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with

the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, insurance, management services, landscaping, snow removal, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt themselves from any Assessments by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of Assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting Assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.5 Special Assessments Against a Particular Unit. Special Assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars (\$500.00), to be allocated for such purposes as the Association may determine in its discretion. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.7 Uniform Rate of Assessments. Both General Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first General Assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no

General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from Assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from Assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such Assessments, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Mechanics liens filed prior to the making of the Assessments;
- (d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and
- (e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessments. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a Mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such

encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessments or installments thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such Assessments are not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the Assessments payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid Assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any Assessments become delinquent, the privilege of paying such Assessments in installments may, at the option of the Association, be terminated and, if such delinquent installment be of a General Assessment, the entire General Assessment for the remainder of the fiscal year, or if the delinquent installment be of a Special Assessment, the entire Special Assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the Assessments lien. The sale or transfer of any Unit pursuant to the foreclosure of a Mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such Assessments (to the extent of the priority of such Mortgage or other lien) as to payments which became due prior to such sale or transfer.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this Condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable

governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.5 Access Utility and Storm Water Easements. The Plat for The Glen at Overlook Trails Condominium sets forth various easements, including, but not necessarily limited to, utility, access, sanitary sewer, water main, storm water management access, and drainage easement areas. All of said easement areas are for the use and benefit of the lands within The Glen at Overlook Trails Condominium, as described on the attached EXHIBIT A, as well as all of the Expansion Lands, as described on the attached EXHIBIT B. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within The Glen at Overlook Trails Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached EXHIBIT B. To the extent that said easement areas are within the Expansion Lands, as described on the attached EXHIBIT B, or so much thereof as are not hereafter added to The Glen at Overlook Trails Condominium by expansion of the Condominium, Declarant hereby grants to The Glen at Overlook Trails Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within The Glen at Overlook Trails Condominium. A separate document titled "The Glen at Overlook Trails Condominium Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such

improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved above.

18.7. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Section 19.1 if undertaken in good faith. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this Section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a Special Assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. If the Board determines that an amendment to this Declaration or an Addendum to the Plat, or both, is advisable as a result of a matter covered by this Section 19.1, then the Association will cause such documents to be prepared, and the Unit Owner making the proposal will reimburse the Association for the cost of the same.

19.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the “project documents”), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a Mortgagee or its assignee to:

- (a) Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;
- (b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- (c) Sell or lease a Unit acquired by the Mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to Mortgagees must be agreed to by Mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by Mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a Mortgagee shall be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

20.5 Right to Notice. Any Mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
- (b) Any 60-day delinquency in the payment of Assessments or charges owned by the Owner of any Unit on which it holds the mortgage;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner. If the Board determines that an amendment to this Declaration or an Addendum to the Plat, or both, is advisable as a result of a matter covered by this Section 21, then the Association will cause such documents to be prepared, and the Unit Owner making the proposal will reimburse the Association for the cost of the same.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and Assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and Assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and Assessments responsibility.

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of

the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

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24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the Village of Hartland, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, 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, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other

documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant.

24.7 Registered Agent. Matthew Neumann is the registered agent for the Declarant. The address of said registered agent is: N27 W24025 Paul Court, Suite 100, Pewaukee, WI 53072. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein

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

24.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]

EXHIBIT A

LEGAL DESCRIPTION OF THE GLEN AT OVERLOOK TRAILS

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

EXHIBIT B

**LEGAL DESCRIPTION OF EXPANSION AREA FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM
[See attached]**

DRAFT

EXHIBIT C

CONDOMINIUM PLAT

[See attached]

DRAFT

**BY-LAWS
OF
THE GLEN AT OVERLOOK TRAILS
CONDOMINIUM ASSOCIATION, INC.**

INDEX

**ARTICLE I
Name and Purpose**

**ARTICLE II
Members, Voting and Meetings**

- 2.1 Members.**
- 2.2 Quorum and Proxies for Member's Meetings.**
- 2.3 Act by Majority.**
- 2.4 Time, Place, Notice and Calling of Members' Meetings.**
- 2.5 Annual and Special Meetings.**

**ARTICLE III
Board of Directors**

- 3.1 Number and Membership in Association.**
- 3.2 Term of Office.**
- 3.3 Determination of Declarant Control.**
- 3.4 Election and Term of Directors.**
- 3.5 Vacancies on Board.**
- 3.6 Removal of Directors.**
- 3.7 Annual Meeting and Notice.**
- 3.8 Regular Meetings and Notice**
- 3.9 Special Meetings and Notice.**
- 3.10 Waiver of Notice.**
- 3.11 Quorum of Directors - Adjournments.**
- 3.12 Fidelity Bonds.**
- 3.13 Action Taken Without a Meeting**

**ARTICLE IV
OFFICERS**

- 4.1 Designation, Election and Removal.**
- 4.2 President.**
- 4.3 Vice-President**
- 4.4 Secretary/Treasurer.**
- 4.5 Liability of Directors and Officers**
- 4.6 Compensation.**

**ARTICLE V
Declarant Control**

**ARTICLE VI
Operation of the Property**

- 6.1 The Association.**
- 6.2 Rules and Regulations.**
- 6.3 Common Expenses.**
- 6.4 Operating Budget.**
- 6.5 Default and Liens.**

**ARTICLE VII
Repairs and Maintenance**

- 7.1 Individual Units.**
- 7.2 Common Elements and Facilities.**
- 7.3 Association Services.**

**ARTICLE VIII
Duties and Obligations of Unit Owners**

- 8.1 Rules and Regulations.**

**ARTICLE IX
General**

- 9.1 Fiscal Year.**
- 9.2 Address.**
- 9.3 Seal.**

**ARTICLE X
Amendments**

- 10.1 By Members.**
- 10.2 Rights of Declarant.**

**ARTICLE XI
Miscellaneous**

- 11.1 Record of Ownership.**
- 11.2 Statement of Assessments.**
- 11.3 Subordination**
- 11.4 Interpretation.**
- 11.5 Transfer Fee.**
- 11.6 Number and Gender.**

**ARTICLE XII
Liability and Indemnity**

- 12.1 General Scope and Definitions.**
- 12.2 Mandatory Indemnification.**
- 12.3 Determination of Right to Indemnification.**
- 12.4 Allowance of Expenses as Incurred.**
- 12.5 Partial Indemnification.**
- 12.6 Indemnification of Employees and Agents.**
- 12.7 Limited Liability of Directors and Officers.**
- 12.8 Severability of Provisions.**
- 12.9 Non-exclusivity of Rights.**
- 12.10 Purchase of Insurance.**
- 12.11 Benefit.**
- 12.12 Amendment**

**BY-LAWS
OF
THE GLEN AT OVERLOOK TRAILS
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE 1

Name and Purpose

Pursuant to the Articles of Incorporation of THE GLEN AT OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for The Glen at Overlook Trails, a Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of THE GLEN AT OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in The Glen at Overlook Trails Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all Unit Owners, and members shall have one vote for each unit owned. Every Unit Owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by

more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any other owner(s) of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

c. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings.

d. Transfer of membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 Quorum and Proxies for Member's Meetings. The Presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or

represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer or Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his, her or their unit.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his address as it appears on the books of the Association and shall be mailed, emailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III

Board of Directors

3.1 Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors ("Board of Directors") composed of three (3) directors selected by the Declarant. No more than one director at any given time may be a person who is not also a Unit owner; provided, however, that during the period of Declarant control, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

3.2 Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers. Upon conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the Unit Owners shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two (2) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements to purchasers. Upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements to purchasers, the Unit owners shall elect two (2) directors to serve on the Board of Directors. The Declarant shall elect the remaining one (1) director. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements to purchasers and shall serve until the next election upon expiration of the period of Declarant control. Upon the conveyance of seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers the Declarant shall transfer one hundred percent (100%) control to the Unit Owners. Not later than thirty (30) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners.

3.3 Determination of Declarant Control. For purposes of calculating the percentages set forth in the Declaration and these ByLaws with respect to determination of Declarant Control, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right create by expansion are included in the Condominium.

3.4 Election and Term of Directors. At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect three (3) Directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One Director whose term will expire at the first annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "A" Director).

(b) One Director whose term will expire at the second annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "B" Director).

(c) One Director whose term will expire at the third annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "C" Director).

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and

place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 1 day's written notice to each Director, given personally or by mail, or email, or facsimile transmission.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail, or email, or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 Fidelity Bonds. The Board of Directors may require that some or all Officers and/or employees of the association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors, including approval via email. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Board of Directors shall be a President, Vice-President, and Secretary/Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary/Treasurer. The Secretary/Treasurer shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association. The Secretary/Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Secretary/Treasurer shall also be responsible for the billing and collection of all common

and special charges and assessments made by the Association. The Secretary/Treasurer shall count votes at meetings of the Association.

4.5 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association or upon statements made or information furnished by Officers or employees of the association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights or defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.6 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the Rules and Regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a unit in The Glen at Overlook Trails Condominium by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in The Glen at Overlook Trails Condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association. The determination of Common Element interest conveyed shall be made in the same manner as provided in Section 3.3 of these By-Laws.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance, involving the sum of \$10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The Rules and Regulations may be adopted, altered, amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance, provided that no Rule or Regulation adopted by the members shall be amended or repealed by the Board of Directors if the Rule or Regulation so adopted so provides.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the

Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, for each month or fraction thereof that such assessment is delinquent.) If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums, as may be required in addition to the operating fund may be charged against the reserve fund, up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners or by majority vote of the Unit Owners authorize additional funds to be withdrawn from the reserve fund.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

An annual budget shall be prepared and determined prior to the annual meeting of each calendar year. The Board of Directors shall advise all members of the Association

in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

The reserve account referred to above shall not be construed as a Statutory Reserve Account pursuant to Section 703.163 of the Wisconsin Statutes, unless the Association decides to establish a Statutory Reserve Account in a manner allowed by law. If the Association establishes a Statutory Reserve Account, the use of said account shall comply with the statutory provisions.

6.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney's fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety

or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owner(s) as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owner(s) are responsible therefor as provided by the Association with respect to Common Elements and/or Limited Common Elements (including, but not limited to, Limited Common Element planting areas). Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, or except as delegated to the Unit Owners), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All Maintenance, repair, painting, cleaning and decorating of common areas and fixtures including service walks, driveways, and parking areas.
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, except as delegated to the Unit Owners as set forth herein.
- Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property.
- Snow and ice removal and salting and cleaning walks, drives and parking areas, except as delegated to the Unit Owners as set forth herein or by the Declaration.

- General repair, maintenance and replacement of exterior fixtures including exterior lighting fixtures and associated equipment, entry signs into the condominium project and roadway signs therein.
- General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.
- General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.
- Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefore. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and/or may refuse to provide same to Unit Owners who are delinquent in the payment of any sum due the Association.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including but not limited to the following:

- (a) **Use.** No Unit Owner shall occupy or use his or her unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit without the prior written approval of the Board of Directors of the Association and in full compliance with all applicable law.

(b) Occupancy. Units in The Glen at Overlook Trails Condominium shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than 6 months (or a greater period if required by the Declaration); or (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) Leases. Owners of Units in The Glen at Overlook Trails Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

- The lease must be in writing, signed by the owner and the tenant.
- The lease must be for a period of no less than one hundred eighty (180) consecutive days.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all Rules and Regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.
- Such other requirements as are set forth in the Declaration.

(d) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except that birds and fish, and not more than a total of 2 dogs and cats (2 dogs, or 1 dog and 1 cat, or 2 cats), may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to Rules and Regulations set forth below and such other Rules and Regulations which may be adopted by the Association regarding same.

(e) Pet Rules and Regulations.

(1) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(2) Waste. The Unit Owners shall be responsible for the proper disposal of their pet's waste, without regard to their control over the pet at the time or location of the waste. Clean up of pet waste shall be contemporaneous.

(3) Exercise. If the Board designates an area of the Common Element as a "pets area", then pets shall be exercised only within this area. Such designation shall not operate to diminish the Unit Owner's responsibility under (8) hereof.

(4) Behavior. Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.

(5) Housing. Exterior pens or cages are not allowed. Pets shall not be left outside unattended in The Glen at Overlook Trails

(6) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.

(7) Breeds. Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs" (see section 78-22 of the City of Milwaukee Code of Ordinances), shall not be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow Chow.

(8) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event,

must not be an unreasonable annoyance to the other condominium residents.

(9) Insurance. No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

(f) Window Treatments. All windows within a unit open to exterior view shall be either uncovered or treated with draperies or curtains properly hung on drapery or curtain rods, shades and/or window blinds. For purpose of uniformity of exterior appearance, the Association, by Rule and Regulation, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until such Rules and Regulations are adopted, all window treatments shall have a neutral, wood, white or off-white backing.

(g) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance on the units or the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinance. No waste shall be committed in the Common Elements.

(h) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements, without the prior consent of the Association. The Association may establish Rules and Regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its units.

(i) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(j) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

(k) Use of Common Areas. No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

(1) Any truck larger than a 3/4-ton pickup truck.

(2) Any truck used as a commercial vehicle containing any type of signage.

(3) Junked, inoperative or unlicensed vehicles.

(4) Boats, campers, recreational vehicles, snowmobiles, or any type of trailer.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than is reasonably necessary, and providing further that all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting there from. Permanent parking of any vehicle outside of the homeowner's garage or on the street will be limited to a maximum of 10 days.

(l) Temporary Structures. Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(m) Storage. Patios and decks shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall patios be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on patios or decks unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

(n) Access. No vehicle shall occupy, park upon or otherwise block access to or exit from another unit or the approach thereto.

(o) Vehicle Maintenance. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(p) Rummage Sales. No rummage or garage type sales shall be conducted in or about any unit on more than four (4) calendar days in any calendar year.

(q) Seasonal Decorations. Exterior home decorating for seasonality shall be subject to Association authority and control. Offensive or inappropriate decorations will not be allowed. Halloween decorations may be placed between October 1st and November 7th of each year, and decorations for December holidays may be placed from the day following Thanksgiving to the day after New Year's Day.

(r) Other Exterior Decorations. All exterior decorating, including hanging baskets, bird houses and the like are subject to Association approval.

(s) Enforcement. The Declaration, these By-Laws and the Rules and Regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the Rules and Regulations to be charges and assessed against the owners of units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 Address. The mailing address of the Association shall be The Glen at Overlook Trails, c/o: Matthew Neumann, N27 W24025 Paul Ct, Suite 100, Pewaukee, WI 53072. or such other address as may be designated by the Board of Directors from time to time.

9.3 Seal. The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 Rights of Declarant. No amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in the Declaration or these By-Laws.

ARTICLE XI

Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

11.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.3 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

11.4 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

11.5 Transfer Fee. The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations. The transfer fee shall not be charged on initial sales by the Developer.

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

ARTICLE XII

Liability and Indemnity

12.1. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, “director or officer” means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association’s request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, “proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, “expenses” means fees, costs, charges, disbursements, attorneys’ fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she

was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration;

or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Non-stock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.4. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5. Partial Indemnification.

(a) If it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or

agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.7(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.7(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.8. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9. Non-exclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an

allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

These Bylaws were adopted by the unanimous consent of all of the directors on the ____ day of _____, 2018.

Secretary/Treasurer

THE GLEN AT OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC.
(“TGAOT”)
RULES, REGULATIONS AND POLICY GUIDELINES
EFFECTIVE 2018

I. DEFINITIONS (for the purpose of rules enforcement)

- A. Common Elements: The area outside each home starting 6 feet from the exterior envelope of the building to the center of the street and to the property boundaries, except for areas designated as Limited Common Elements.
- B. Limited Common Elements: The area immediately outside each home, including the sidewalk, the fenced patio or deck with concrete or paver pad, any deck, the mulched area surrounding the outside of the fence, the mulched area between the sidewalk and the unit and the exterior parking area connecting the front of the garage to the public street.

II. USE

- A. No homeowner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner’s family, or the owner’s lessees or guests.
- B. No trade or business shall be conducted on the condominium property or from any home without the written approval of the Board of Directors of the Condominium Association and in full compliance with all applicable law(s).

III. OCCUPANCY

- A. Homes in The Glen at Overlook Trails Condominium shall not be rented for transient or hotel purposes, which shall be defined as:
 - 1. Any rental for periods of less than 180 days; or
 - 2. Any rental if the occupants of the home are provided customary hotel services.
- B. Occupancy of any The Glen at Overlook Trails Condominium unit shall not exceed eight (8) people.

IV. LEASES

- A. Owners of homes in The Glen at Overlook Trails Condominiums may lease their homes on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:
 - 1. The lease must be in writing, signed by the owner and the tenant and available for review by the Board of Directors of the Condominium Association.
 - 2. The lease must be for no less than 180 consecutive days.
 - 3. The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Laws, and all rules and regulations of the Association.
 - 4. Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant and the provisions of the lease.
 - 5. The Declaration also requires that an owner who rents must also provide the TGAOT with his

forwarding address and a telephone number where he/she can be reached.

V. PERSONAL PROPERTY

- A. All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions.
- B. Nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board of Directors of the Condominium Association. This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be performed by the Association and the cost of those repairs is the sole responsibility of the homeowner. (See E below)
- C. All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc) may not be hung over a patio or deck fence.
- D. A maximum of two security system signs are permitted only in the limited common elements.
- E. The American flag may be flown or displayed anytime in the limited common elements, following accepted flag protocol and using a flag pole holder that may be attached to a fence post, the vertical corner trim of a unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the homeowner. The Wisconsin State flag may be displayed in place of the American flag. University, college and professional sports team flags may be flown or displayed in the limited common elements ONLY on the day before, day of, and the day after a scheduled team event. Only ONE flag or banner may be flown or displayed at any one time. No other flags are permitted.

VI. DECORATIVE AND OTHER ITEMS

- A. Decorative and Other Items which **ARE PERMITTED**
 - 1. A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door
 - 2. Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets. The hooks shall be no taller than 72 inches overall and placed in a mulched bed in the limited common elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.
 - 3. Up to four (4) flower or plant pots in the limited common element, excluding the area outside of the garage, which are not taller than the fence (if applicable) or taller than the window sill or tallest shrub outside the fence in the limited common elements. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.
 - 4. One small garden banner is allowed inside the fenced patio or deck area, but not to exceed

the height of the lowest window sill if placed along the building.

5. Solar low voltage ground or landscaping lights with white bulbs in the limited common area, provided, however, approval for installing such lights must be given by the Board of Directors of the Condominium Association of Directors prior to installation. Only accepted styles and a specific number of lights are permitted. Those guidelines may be obtained from the Property Management Company.
7. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.
8. Up to two statues or flower bed ornaments are allowed inside the fenced area or in the common elements in the immediate area of the entry door (if you do not have a patio or deck) but they must:
 - a. Not exceed 24 inches in height and
 - b. Be of a natural color similar to our building colors and material such as sand, stone, twigs, or vines. Painted statues are prohibited.
9. One outdoor thermometer transmitting unit not exceeding two inches by six inches affixed to the patio or deck fence.

B. Decorative and Other Items which **ARE NOT PERMITTED**

1. Wall plaques, including name/address plates
2. Windsocks, wind chimes, and large decorative banners (see above), pinwheels, etc.
3. Statues or statuettes, other than described above
4. Garden hose hangers
5. Inflatable decorations
6. Fencing of any type in the limited common elements or the common elements
7. Gazing balls
8. Flower bed edging material of any kind

C. Holiday Decorations

1. Seasonal lights and decorations may be placed in the limited common elements and/or on building exteriors provided the decorations do not damage the limited common elements including the building, gutters, or siding. No decorations shall be allowed on any 16' garage door. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the homeowner. No ornaments or decorations are allowed on the roof or hanging from the roof.
2. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward. See XVII TRASH COLLECTION, item I regarding proper and timely disposal of live Christmas trees and swags.
3. Yard displays, lighted or unlighted, are not permitted in the common elements.

VII. FLOWERS/LANDSCAPE PLANTS

A. Flowers

1. Annuals and perennials less than three (3) feet high may be planted in the following locations:
 - a. Limited common elements of each home
 - b. The mulched section of the common elements immediately adjacent to the sidewalk among the existing bushes provided these existing bushes are not disturbed. Flowers planted in this area that may be damaged by the landscape maintenance crew are the sole responsibility of the homeowner and not the Association.
 - c. No flowers may be planted around the base (mulch ring) of any trees.
 - d. Maintenance of the flowers is the responsibility of the homeowner. Dead flowers/plants are to be removed at the end of the growing season.
 - e. Annuals which are not maintained during the growing season will be removed by the groundskeepers and the homeowner will be billed for removal.

B. Landscape Plants

1. Any planting of shrubs or trees outside a home must be approved in advance by the Board. Variance request forms are available from the Property Management Company.
2. Any new landscape shrubs or plants must be a species already in use in the community and which, at maturity, will not exceed three (3) feet. Trees may be taller than three feet.
3. New planting by homeowners will become the property of the Association, which will provide future mulching, pruning and fertilization. However, should any one of the plants die, the homeowner is responsible for replacement.

VIII. EXTERIOR ALTERATIONS

- A. No alteration, additions, fences, walks, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.
- B. Storm doors may be added at the homeowner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.
- C. Any replacement items must be consistent with the type and design of the item installed initially. (e.g. unit owner may not use yellow-colored light bulbs.)

IX. WINDOWS AND WINDOW COVERINGS

- A. All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be neutral, such as white, off-white, beige, light gray or wood on the exterior side.
- B. Solar film may be installed on the inside of windows, although no mirrored or extremely dark film is permitted. The film shall not restrict visibly transmitted light by more than twenty-five (25%). One

example of a film that is within the limit is the 3M Night Vision 25. NOTICE: The window manufacturer's (Therma Tech) warranty may exclude failures or operating difficulties resulting from the use of films and coatings on the interior of the product. Contact the manufacturer for additional warranty information.

X. SIGNS

- A. No signs may be hung or displayed from inside the windows except professionally prepared "For Sale" or "For Rent" signs or security system decals. * See Sections III and IV regarding leasing.
- B. "For Sale" or "For Rent" signs shall not be larger than 24" x 24" and must be professionally prepared.
- C. Professionally prepared political signs may be displayed in a unit's window or in the limited common area one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per unit per election is permitted.
- D. No more than one sign may be displayed at a home.
- E. No signs of any kind are permitted in any common element or limited common elements.

XI. NOXIOUS ACTIVITY

- A. No noxious or offensive activity shall be carried on in any home or in the common elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- B. Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No homeowner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.
- C. No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

XII. ANIMALS

- A. No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the common elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household pets by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.
- B. All animals, when outdoors, shall be maintained on a leash not more than 8 feet in length.
- C. Pets shall be licensed by the municipality if required, and owners shall possess proof that pets have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association has the authority to request proof of a pet's inoculations and license.

- D. Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all pet waste.
- E. No pet shall be tethered outside in any common element or limited common element without the pet owner present.
- F. If pet droppings or burn residue from urine are found to abound around a particular home, the Board shall assume that the damage was done by that homeowner's pet. The Board of Directors of the Condominium Association will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs and appropriate fines.
- G. Homeowners whose pet(s) create a nuisance by disturbing the peace in the community, e.g. barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the homeowner may be required to remove the animal from the community permanently.
- H. Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as attack dogs (as described in section 78-22 of the City of Milwaukee Code of Ordinances), shall not be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.
- I. It is suggested that ID tags with owner's name/address shall be displayed on pets at all times.

XIII. PARKING/VEHICLES

- A. No boats, trailers, motor homes, trucks larger than a 3/4 ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.
- B. Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the limited common elements (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.
- C. All parking whether by homeowner or guest(s) must be:
 - 1. Within the garage, or
 - 2. in the limited common elements in front of the garage door, or
 - 3. along the street. It should be noted that overnight parking in The Glen at Overlook Trails is not allowed.
- D. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.
- E. Any Vehicle parked in any common or limited common element cannot be parked for more than 24 consecutive hours without the express prior consent of the Board. Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.
- F. Reckless operation, speeding, and parking or driving off paved roadways or drives are prohibited.
- G. No vehicle repairs are permitted in the common or limited common elements except for short-term emergency work (flat tire, battery charge, etc.)

- H. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any common or limited common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.
- I. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.
- J. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

XIV. TRASH COLLECTION

- A. Trash containers must be supplied by the homeowner and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.
- B. Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with homeowner's address.
- C. Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.
- D. Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.
- E. Trash containers must be picked up and put away by 9:00 pm. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.
- F. Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for clean up of any trash spillage from their containers.
- G. No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.
- H. Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the Village and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.

XV. FEES

- A. The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the homeowners of The Glen at Overlook Trails and for the improvement and maintenance of the common elements and the limited common elements for the good of the community.
- B. Condominium dues are an annual assessment payable in monthly installments. In the event that a unit owner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.

C. Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a \$30 late charge. Once the payment is 30 days past due, there will be an additional \$60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.

D. Collection process: After an Association member's account is

(1) **10 days Past Due**, the Property Management Company sends the homeowner a late notice of the overdue payment.

(2) **30 days Past Due**, the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses incurred in the collection process including legal fees are the responsibility of the homeowner and notification is sent to a credit bureau.

(3) **60 days Past Due**, the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred and notification is sent to the credit bureau.

(4) **90 days Past Due**, the Association initiates foreclosure proceedings against the homeowner through the Association's Attorney. Once the foreclosure and the Waukesha Co. Court has awarded the Association a judgment, the property will be sold at a Sheriff's Sale.

E. In the event that a homeowner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the homeowner in accordance with the Condominium Declarations.

F. Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, and to vote on Association issues in special elections.

XVI. Solicitation and Garage Sales

A. Solicitation by commercial enterprises is not authorized within the community.

B. Garage sales and tag sales are prohibited unless approved by The Glen at Overlook Trails Condominium Association as a planned community activity.

XVII. Amendments - The Rules & Regulations Committee will review changes to the Rules and Regulations submitted by the Board of Directors of the Condominium Association and other committees in March/April of each year for consideration by the Rules Committee for submission to the Board of Directors of the Condominium Association. Although emergencies can arise, changes should be made sparingly to promote stability and understanding, and therefore, compliance.

APPENDIX

Rules and Regulations Violation Notice and Correction Procedure

1. The Property Management Company must confirm and validate the reported violation.
2. Once validated the first violation letter will be sent to the homeowner who is in violation.
3. Ten days later, a re-inspection shall be performed by the Property Management Company for compliance.
4. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
5. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with the repair will be assessed to the homeowner's account.
6. If the violation has not been corrected and brought into compliance, a second letter will be sent to the homeowner who is in violation.
7. Ten days later, another re-inspection shall be performed by the Property Management Company to check for compliance.
8. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
9. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with this repair will be assessed to the homeowner's account.
10. If the violation has not been corrected and brought into compliance, a third letter will be sent to the homeowner who is in violation. At this time the homeowner's account will be charged a \$50.00 assessment.
11. An additional charge of \$5.00 will be assessed to the homeowner's account for each subsequent day the violation is not corrected.
12. At the end of a thirty day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the homeowner's account.
13. The homeowner has the right to appeal this charge and /or assessment by filing a "HOMEOWNER REQUEST FOR A HEARING" form with the Property Management Company.
14. A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.
15. Pending disposition of the Board of Directors, all assessments will continue as scheduled.
16. If the same violation occurs with this homeowner, a \$50 fine will immediately be assessed with an addition \$5.00 assessed for each subsequent day.
17. The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the homeowner's property.

GENERAL NOTES

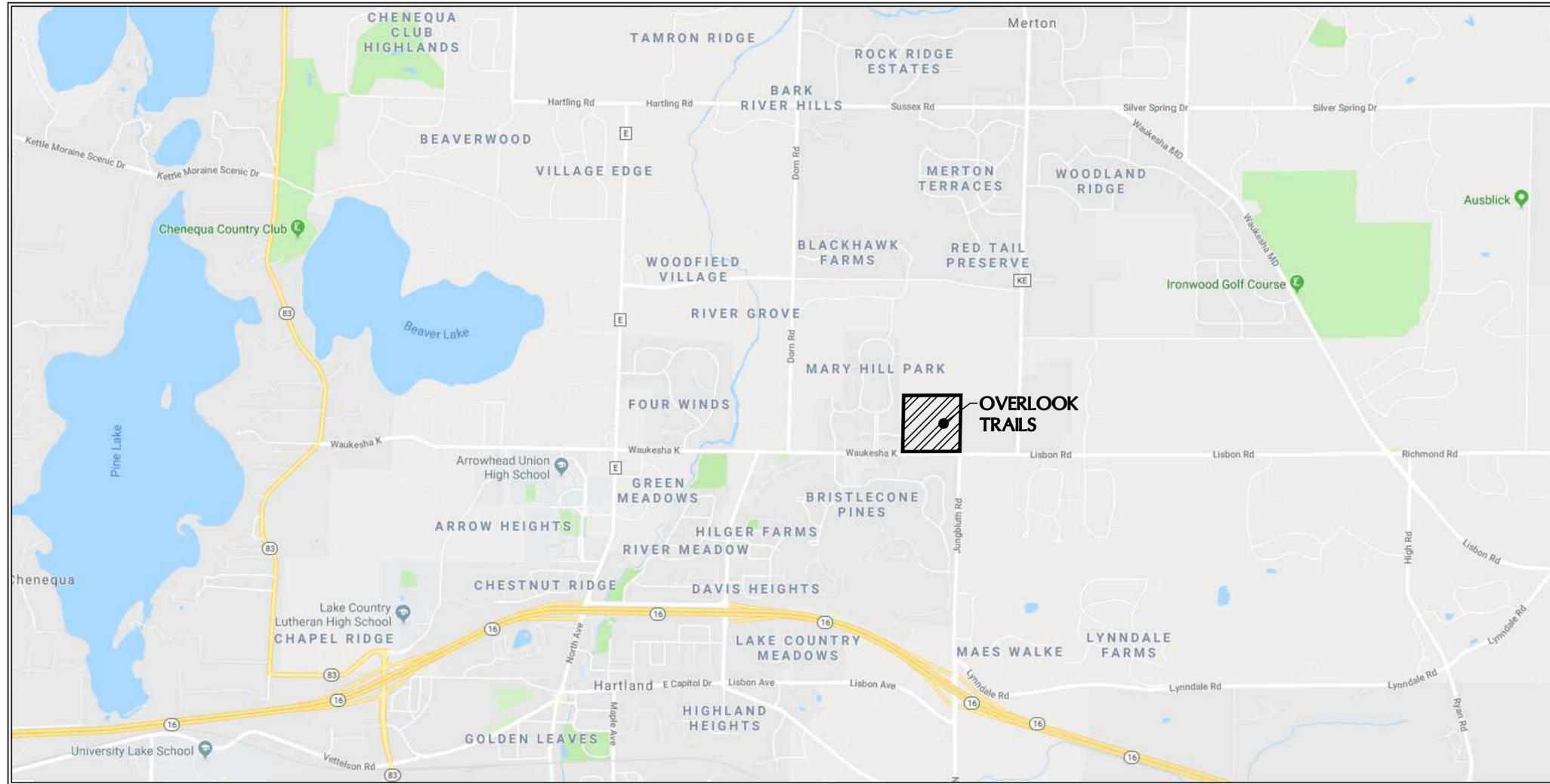
1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 -STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 -THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 -MNR STORMWATER RUNOFF TECHNICAL STANDARDS
 -WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 -VILLAGE OF HARTLAND DEVELOPMENT STANDARDS, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY AND MAINTAIN ALL EROSION CONTROL MEASURES.

THE GLEN AT OVERLOOK TRAILS

SINGLE FAMILY CONDO DEVELOPMENT

PRELIMINARY SITE DEVELOPMENT PLANS

VILLAGE OF HARTLAND, WISCONSIN



LOCATION MAP
NOT TO SCALE

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

VILLAGE DPW:
MICHAEL EINWECK, PE
210 COTTONWOOD AVE,
HARTLAND, WI 53209
PHONE: (262) 367-4880
EMAIL: MIKEE@VILLAGEOFHARTLAND.COM

SHEET INDEX

CIVIL	
T1	- COVER SHEET
CO.1	- OVERALL EXISTING SITE PLAN
C1.0	- OVERALL PROPOSED SITE PLAN
C1.1	- SITE PLAN - NORTH
C1.2	- SITE PLAN - SOUTH
C2.0	- GRADING & UTILITY PLAN - NORTH
C2.1	- GRADING & UTILITY PLAN - SOUTH
C3.0	- LISBON ROAD CTH "K" PLAN & PROFILE



12660 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
AUGUST 27, 2018

JOB NUMBER:
17005

DESCRIPTION:
COVER SHEET

SHEET

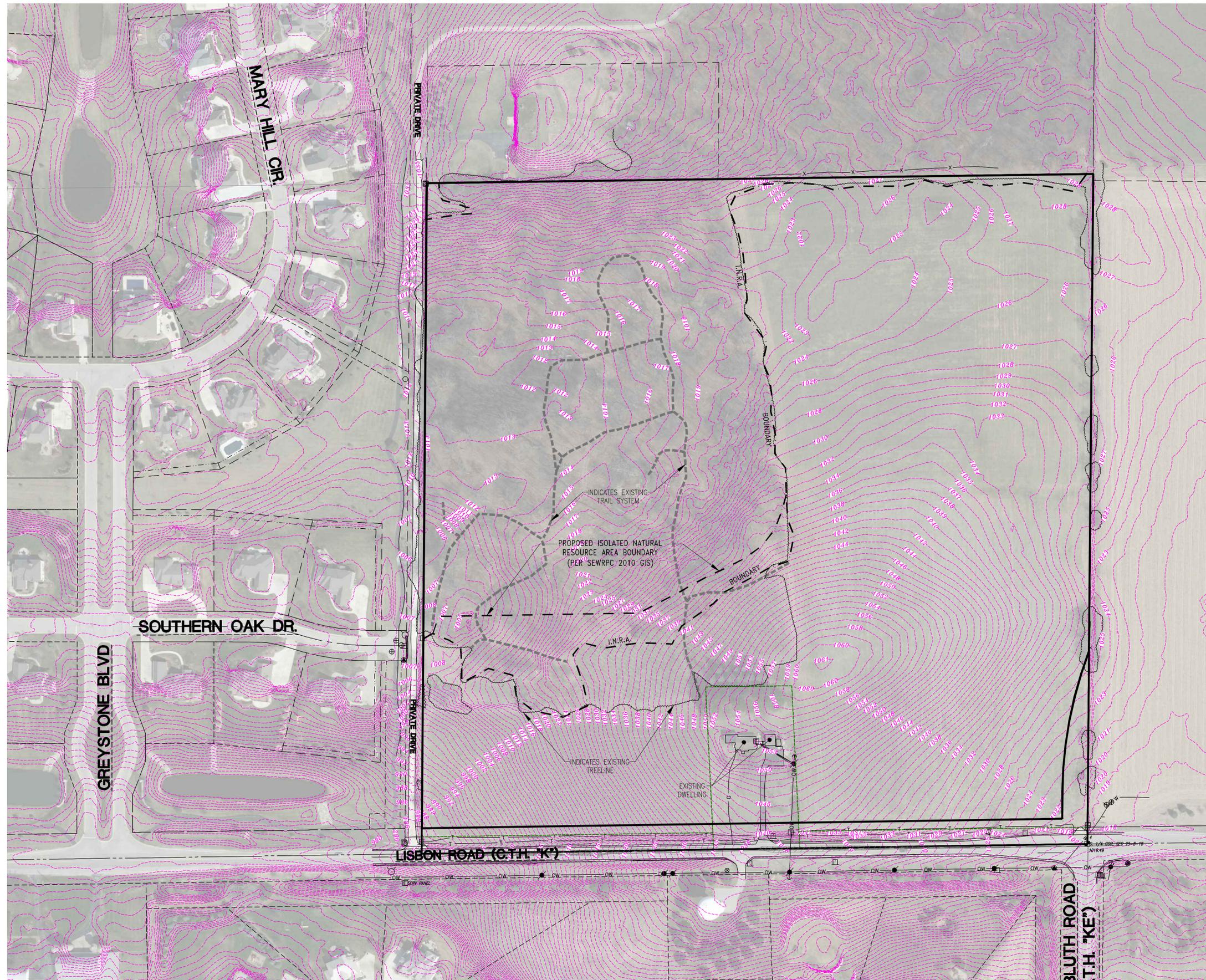
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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

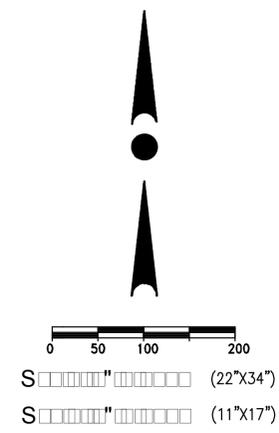


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12660 W. NORTH AVENUE, BLDG. D
 BROOKFIELD, WI 53005
 PHONE: (262) 790-1480
 FAX: (262) 790-1481
 EMAIL: jpudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
 AUGUST 27, 2018

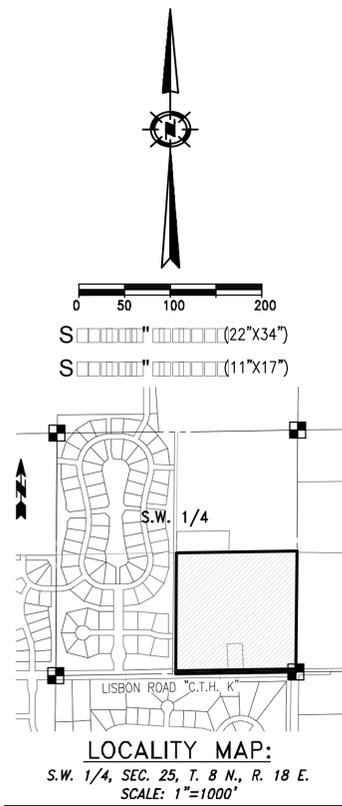
JOB NUMBER:
 17005

DESCRIPTION:
 EXISTING
 SITE PLAN

SHEET

C0.1

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DATA SUMMARY TABLE
50 Condominium Units

Total Area (Including R.O.W.)	=	39.81 acres
Future CTH "KE" Area	=	1.51 acres
Future CTH "K" Area	=	0.27 acres
Total Project Area	=	38.03 acres
Existing INRA Area	=	14.37 acres
South INRA to be removed	=	-1.52 acres
Proposed INRA Area	=	12.85 acres
Net Density = (50/38.03)	=	1.32 units/acre
Total Road Length	=	3,700 l.f.

Development Summary
Proposed Zoning: RS-1 PUD
Village of Hartland
"Clustered Conservancy Community"
50 - Single Family Condominiums

Common Area = 23 acres
Outdoor Amenity Areas, Walking Trails, Landscape Buffers & Open Space

Setbacks:
Min Private Road Setback = 45' to Centerline
25' to road at cul-de-sacs
Min Lisbon Rd Setback = 100'
Future CTH KE Setback = 100'
Min Bldg - Bldg Setback = 25'
Min Rear Yard Setback = 25'

ISOLATED NATURAL RESOURCE AREA NOTE:
Isolated Natural Resource Area boundary shown hereon was delineated by Wetland & Waterway Consulting (Dave Meyer) in August, 2018 and field surveyed by Trio Engineering, LLC in August, 2018.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.W. 1/4 of Section 25, Town 8 North, Range 18 East, bears North 89°09'28" East.

VERTICAL DATUM PLANE:
All elevations are referenced to the National Geodetic Vertical Datum of 1929 via a ground survey by Trio Engineering, LLC, and Waukesha County GIS topographic data.

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
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BROOKFIELD, WISCONSIN 53005
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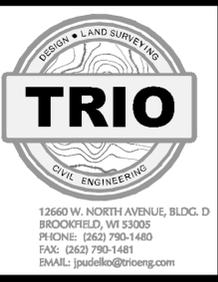
PARKING SUMMARY

GARAGE	=	2/UNIT = 100 SPACES
DRIVEWAY	=	2/UNIT = 100 SPACES + GUEST SPACES = 35 SPACES
TOTAL	=	235 SPACE (4.7 SPACES/UNITS)



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
AUGUST 27, 2018

JOB NUMBER:
17005

DESCRIPTION:
OVERALL PROPOSED SITE PLAN

SHEET
C1.0



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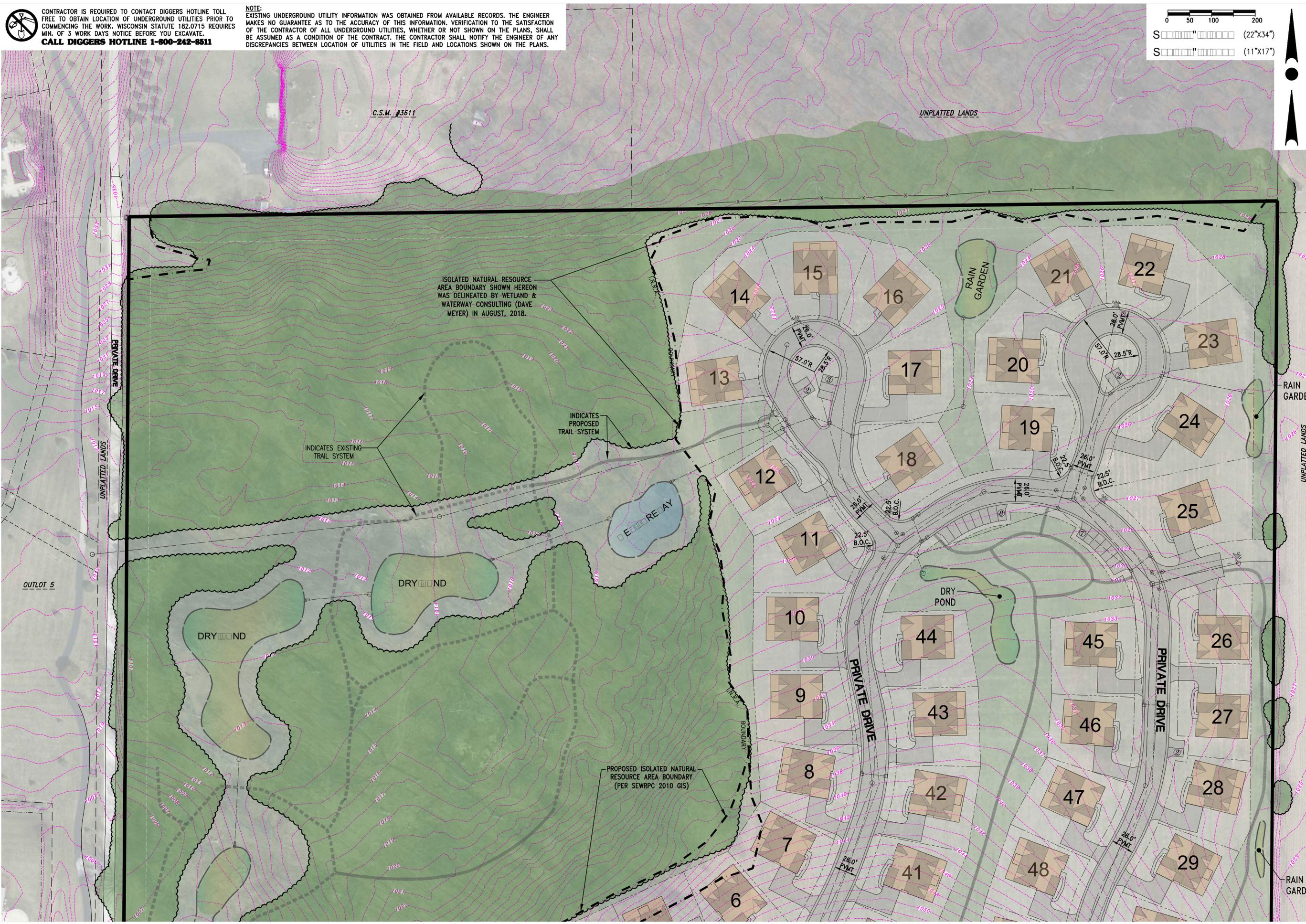
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0 50 100 200
 S (22"x34")
 S (11"x17")



12660 W. NORTH AVENUE, BLDG. D
 BROOKFIELD, WI 53005
 PHONE: (262) 790-1480
 FAX: (262) 790-1481
 EMAIL: jpudelko@trioeng.com

H:\C900\953\17005-01\PRELIMINARY\JUNGBLUTH_PRELIM_COVER & SITE_PLAN.DWG



PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
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 N27W24025 PAUL COURT, SUITE 100
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REVISION HISTORY

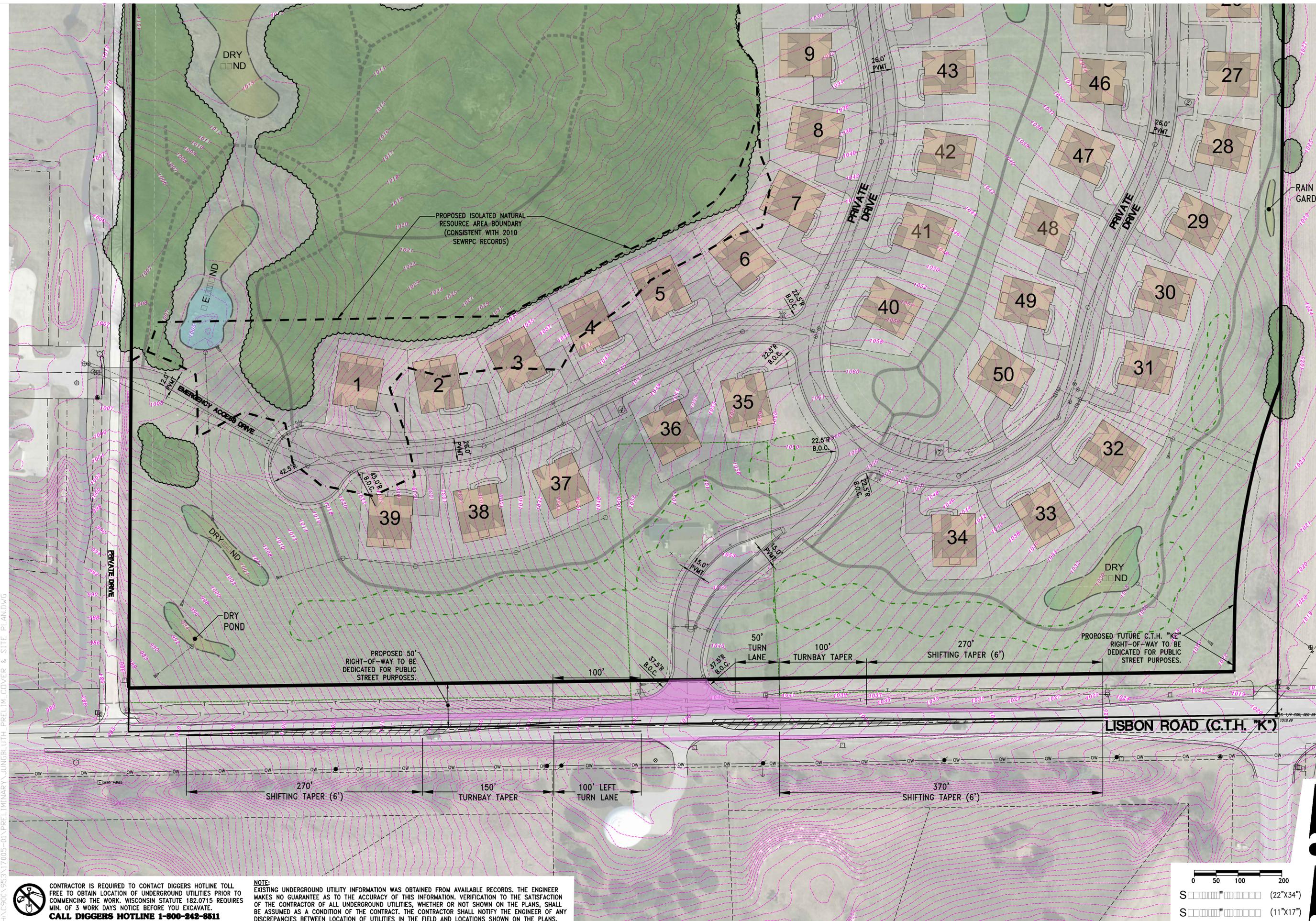
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
 AUGUST 27, 2018

JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - NORTH

SHEET
C1.1



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BROOKFIELD, WI 53005
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EMAIL: jpuudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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DATE:
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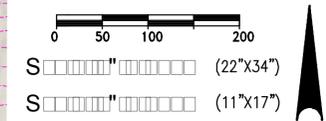
DESCRIPTION:
SITE PLAN
- SOUTH

SHEET

C1.2

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Scale: 1" = 100' (22"x34")
Scale: 1" = 200' (11"x17")



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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuedelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
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VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

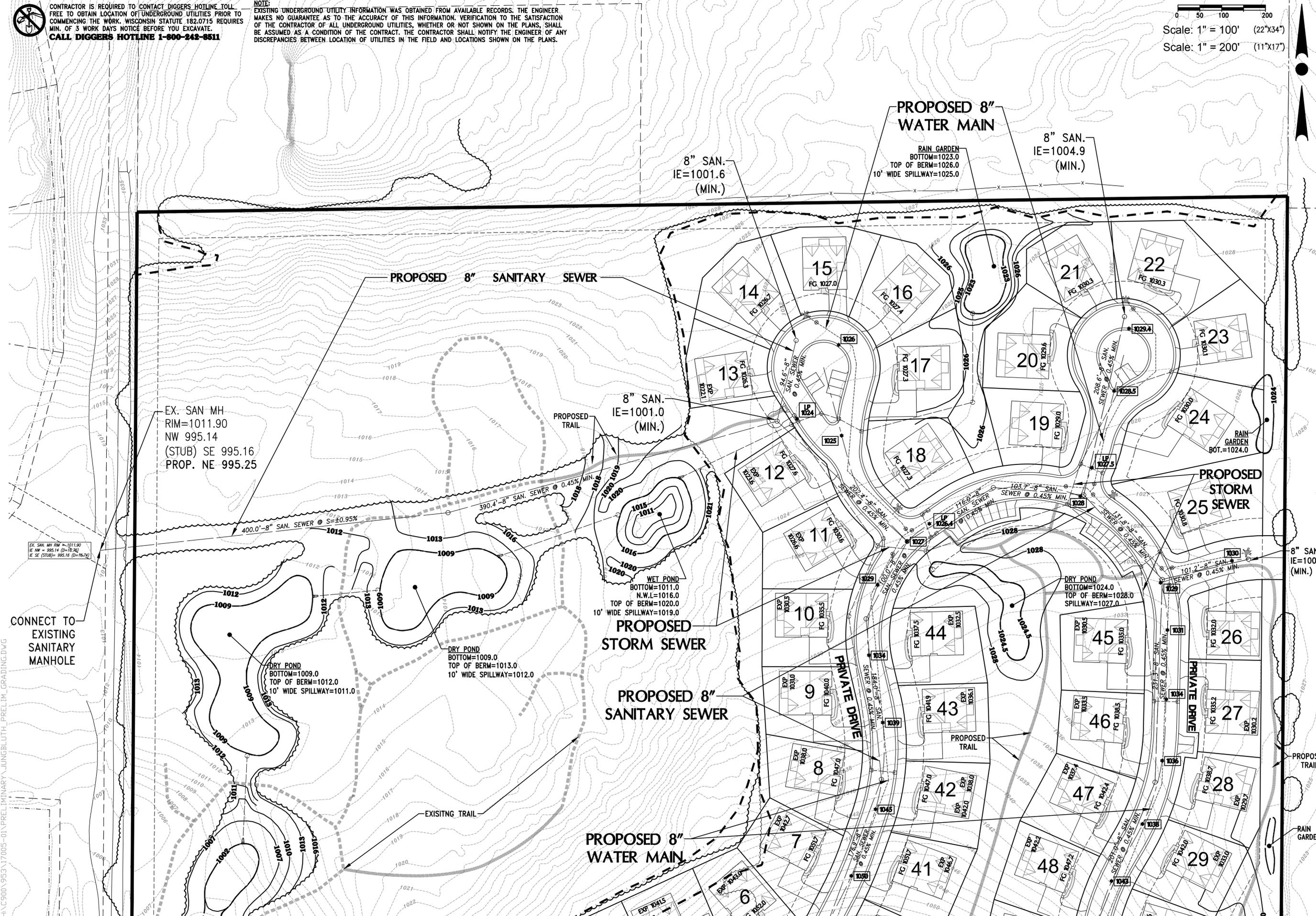
DATE	DESCRIPTION
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DATE:
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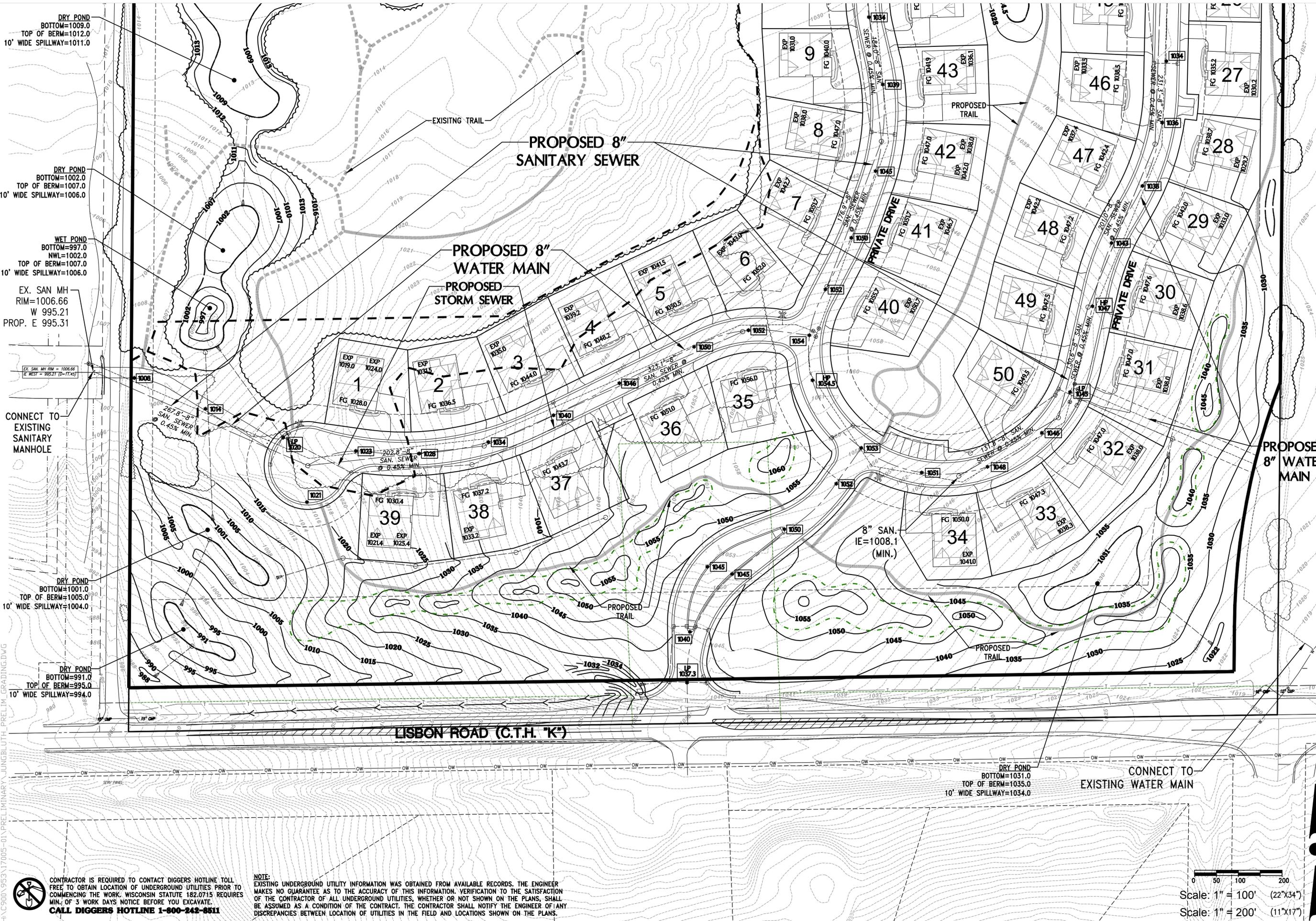
JOB NUMBER:
17005

DESCRIPTION:
GRADING
& UTILITY
PLAN - NORTH

SHEET
C2.1



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DRY POND
BOTTOM=1009.0
TOP OF BERM=1012.0
10' WIDE SPILLWAY=1011.0

DRY POND
BOTTOM=1002.0
TOP OF BERM=1007.0
10' WIDE SPILLWAY=1006.0

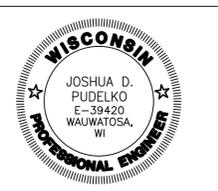
WET POND
BOTTOM=997.0
NWL=1002.0
TOP OF BERM=1007.0
10' WIDE SPILLWAY=1006.0

EX. SAN. MH
RIM=1006.66
W 995.21
PROP. E 995.31

CONNECT TO
EXISTING
SANITARY
MANHOLE

DRY POND
BOTTOM=1001.0
TOP OF BERM=1005.0
10' WIDE SPILLWAY=1004.0

DRY POND
BOTTOM=991.0
TOP OF BERM=995.0
10' WIDE SPILLWAY=994.0



PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWaukee, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

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AUGUST 27, 2018

JOB NUMBER:
17005

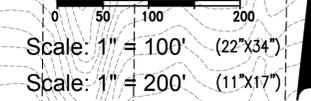
DESCRIPTION:
GRADING
& UTILITY
PLAN - SOUTH

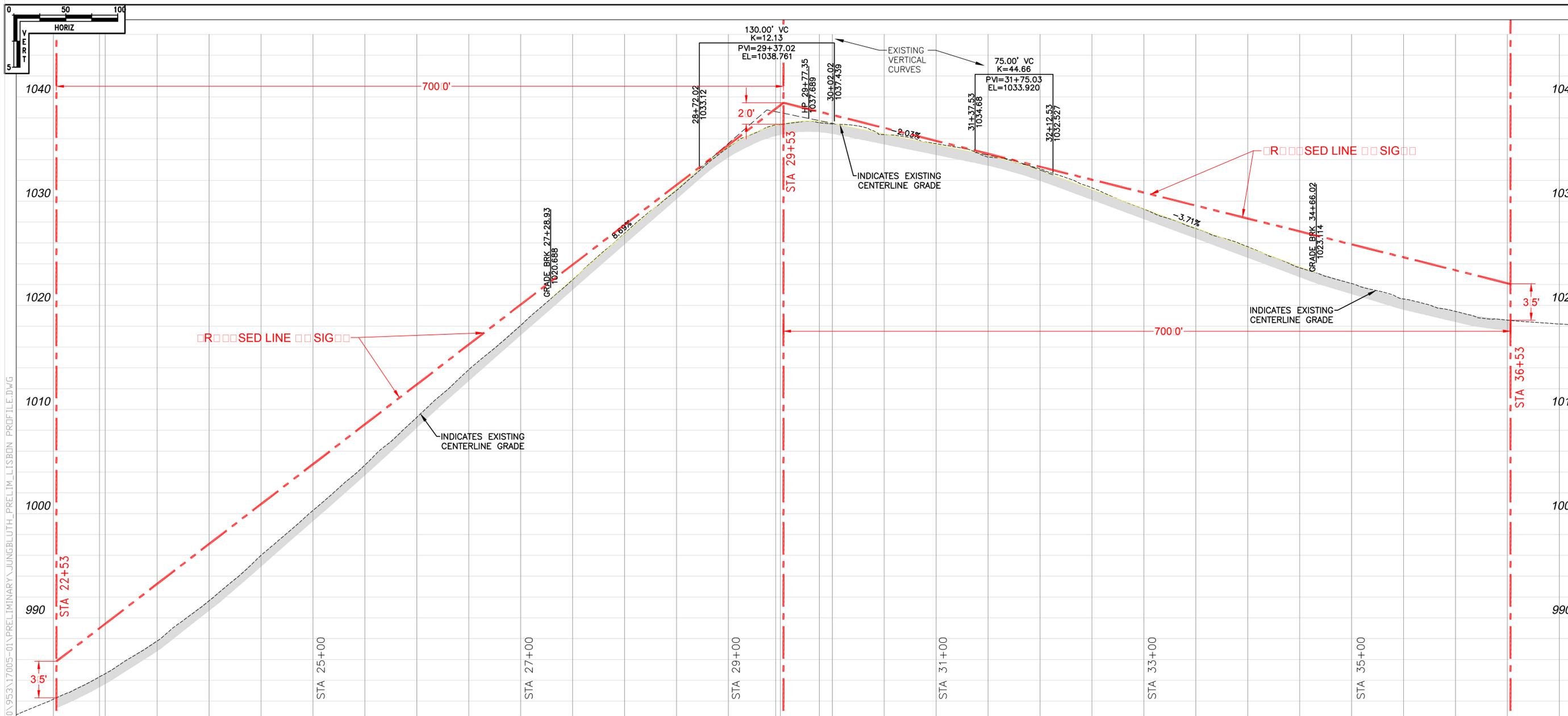
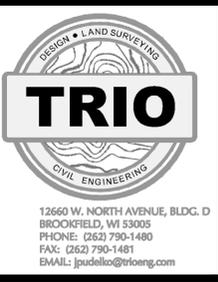
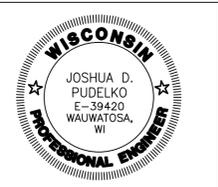
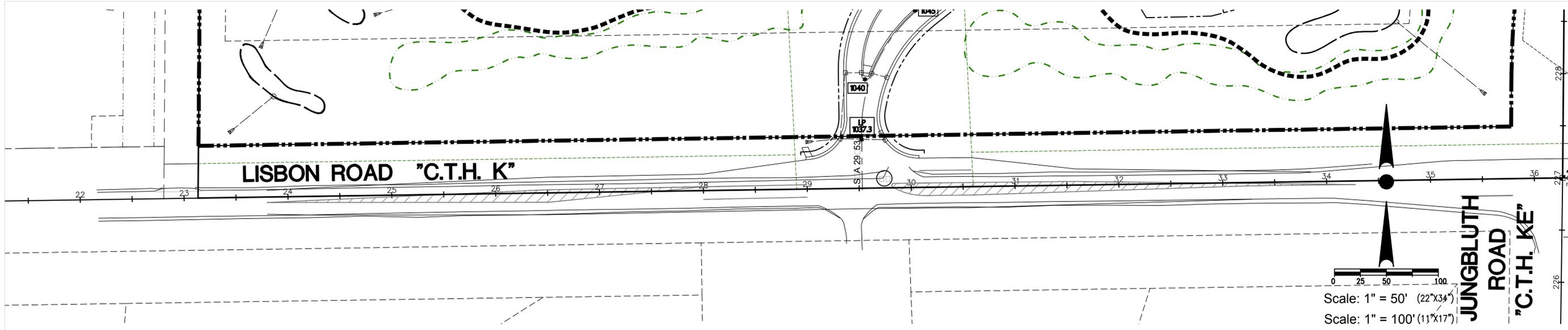
SHEET

C2.2

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PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
 AUGUST 27, 2018

JOB NUMBER:
 17005

DESCRIPTION:
 LISBON ROAD
 C.T.H. "K"
 PLAN & PROFILE

SHEET
C3.0

PRELIMINARY CONDOMINIUM PLAT OF THE GLEN AT OVERLOOK TRAILS

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

DATA SUMMARY TABLE	
50 Condominium Units	
Total Area (Including R.O.W.)	= 39.81 acres
Future CTH "KE" Area	= 1.51 acres
Future CTH "K" Area	= 0.27 acres
Total Project Area	= 38.03 acres
Existing INRA Area	= 14.37 acres
South INRA to be removed	= -1.52 acres
Proposed INRA Area	= 12.85 acres
Net Density = (50/38.03)	= 1.32 units/ac
Total Road Length	= 3,700 l.f.
Development Summary	
Proposed Zoning:	RS-1 (PUD)
Village of Hartland "Clustered Conservancy Community" 50 - Single Family Condominiums	
Common Area = 23 acres Outdoor Amenity Areas, Walking Trails, Landscape Buffers & Open Space	
Setbacks:	
Min Private Road Setback	= 45' to Centerline
Min Lisbon Rd Setback	= 100'
Future CTH KE Setback	= 100'
Min Bldg - Bldg Setback	= 25'
Min Rear Yard Setback	= 25'

PARKING SUMMARY	
GARAGE	= 2/UNIT = 100 SPACES
DRIVEWAY	= 2/UNIT = 100 SPACES + GUEST
SPACES	= 35 SPACES
TOTAL	= 235 SPACES (4.7 SPACES/UNITS)



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 18 EAST, BEARS N89°09'28"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

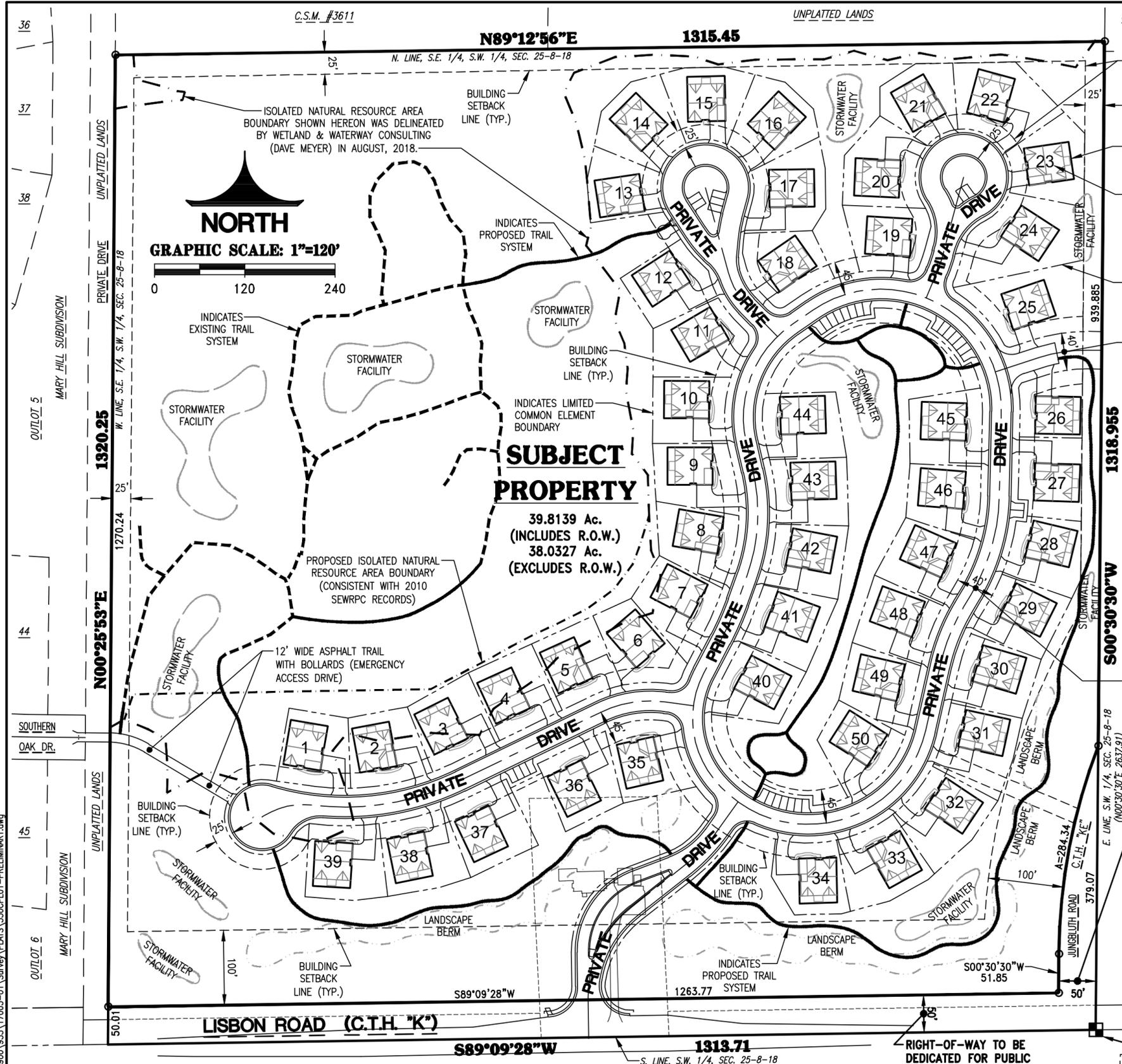
This Condominium Plat is a correct representation of "THE GLEN AT OVERLOOK TRAILS" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 27th day of AUGUST, 2018.

Grady L. Gosser
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

DATE: 8/27/18

PAGE 1 OF 1



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Memo

To: Village Board
From: Interim Chief Rosario J. Collura
CC:
Date: August 28, 2018
Re: Approval to Order New Squad

The Hartland Police Department is seeking Village Board approval to purchase a 2019 Ford Explorer squad to replace our current supervisor squad #5. We have included this potential purchase in the 2019 Police Department Budget. This vehicle is scheduled under "Corporate Reserve Purchases". Ford has decided to update the body style in the 2020 Ford Explorers. The police department can still purchase the old body style, if we order by September 21, 2018. If approved we may take delivery of this vehicle in early 2019.

Ewald Ford has provided the Hartland Police Department with a quote for purchase of this new vehicle. I have attached it for your review. The approximate cost of the vehicle is \$30,135.00. However, if we replace it soon, I believe we can use the 2013 Ford Explorer (old squad #5) as a detective car going forward for the next few years. We also believe there will be cost increase in the Ford Explorers going forward from this final ordering date.

Respectfully Submitted,

Interim Chief

Rosario J. Collura



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland Police Department

Prepared For: Deputy Chief Rosario Collura

262-367-2323

rcollura@villageofhartland.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD



2019 Ram 3500 to your specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 20-22 weeks from order. Payment terms are net 10 days.

Quote Worksheet



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

	MSRP
Base Price	\$33,275.00
Dest Charge	\$995.00
Adjustments	\$0.00
Total Options	\$2,695.00
Subtotal	\$36,965.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,830.00)
Subtotal Discount	(\$6,830.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$30,135.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,135.00

Comments:

2019 Ford Utility Interceptor to your specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 16-18 weeks from order. Payment terms are net 10 days.

**Final Order date is 9/21/18, all orders must be placed before this date.

Dealer Signature / Date

Customer Signature / Date

Standard Equipment

Mechanical

Engine: 3.7L V6 Ti-VCT FFV (STD)

Transmission: 6-Speed Automatic (STD)

3.65 Axle Ratio (STD)

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel Drive

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Data Version: 6092. Data Updated: Jul 16, 2018 9:35:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

Mechanical

Engine Oil Cooler

78-Amp/Hr 750CCA Maintenance-Free Battery

HD 220 Amp Alternator

Police/Fire

1580# Maximum Payload

GVWR: 6,300 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

18.6 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: center caps and full size spare

Tires: 245/55R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

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Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

Exterior

Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Aero-Composite Led Low Beam Headlamps
LED Brakelights

Entertainment

Radio w/Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/CD/MP3 Capable -inc: clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display
Integrated Roof Antenna

Interior

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror

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Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

Interior

- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Cargo Tray/Organizer
- Cargo Space Lights
- Dashboard Storage, Driver And Passenger Door Bins
- Power Adjustable Pedals
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Redundant Digital Speedometer
- Trip Computer
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags

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Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

Safety-Interior

- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2019 Ford Police Interceptor Utility AWD	\$33,275.00

COLORS

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	3.65 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00
153	Front License Plate Bracket	0.00 lbs	0.00 lbs	\$0.00
17T	Red/White Dome Lamp in Cargo Area	0.00 lbs	0.00 lbs	\$50.00
18D	Global Lock / Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless	0.00 lbs	0.00 lbs	\$0.00
18W	Windows - Rear-Window Power Delete -inc: Operable from front driver side switches	0.00 lbs	0.00 lbs	\$25.00

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Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Hartland PD 2019 Ford Police Interceptor Utility (K8A) AWD

OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs	\$20.00
44C	Transmission: 6-Speed Automatic (STD)	0.00 lbs	0.00 lbs	\$0.00
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	0.00 lbs	0.00 lbs	\$260.00
47C	Police Wire Harness Connector Kit - Front -inc: For connectivity to Ford PI Package solutions, (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector,	0.00 lbs	0.00 lbs	\$105.00
500A	Order Code 500A	0.00 lbs	0.00 lbs	\$0.00
51Y	Driver Only Incandescent Spot Lamp	0.00 lbs	0.00 lbs	\$215.00
55F	Remote Keyless Entry Key Fob w/o Key Pad - inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/Keyed-Alike	0.00 lbs	0.00 lbs	\$340.00
59E	Keyed Alike - 1435x	0.00 lbs	0.00 lbs	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs	Inc.
63B	Side Marker LED Sideview Mirrors -inc: driver side - red / passenger side - blue, Located on backside of exterior mirror housing, LED lights only, Wiring and controller not included	0.00 lbs	0.00 lbs	\$290.00
66A	Front Headlamp Lighting Solution -inc: base LED low beam/incandescent (halogen) high beam headlamp w/high beam wig-wag function and (2) white rectangular LED side warning lights, Wiring and LED lights included, Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	0.00 lbs	0.00 lbs	\$850.00
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	0.00 lbs	0.00 lbs	\$455.00

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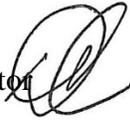
OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
68G	Rear-Door Handles Inoperable/Locks Inoperable	0.00 lbs	0.00 lbs	\$35.00
99R	Engine: 3.7L V6 Ti-VCT FFV (STD)	0.00 lbs	0.00 lbs	Inc.
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs	\$0.00
UM	Agate Black	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$2,695.00

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MEMORANDUM

TO: President and Village Board
FROM: David E. Cox, Village Administrator 
DATE: September 5, 2018
SUBJECT: Staff Position Reorganization

With the vacancy created by the retirement of Public Works Director Mike Einweck, I have been considering options for the Village. Among the options considered were:

- Maintain the Status Quo – Hire the existing position seeking a person with an Engineering background, which is how the Job Description is written.
- Hire based on a modified Status Quo – Hire for the position using a revised Job Description seeking a person with strong management background for local level public works with engineering as a bonus factor.
- Revision – Merge Public Works Director with the Village Administrator position. Hire an Assistant Administrator to work with the Administrator and to handle Social Media, Land Use/Development and special projects. Further, hire an Engineering Technician that would do in-house inspection of infrastructure work, ROW permits for work by others, basic design and construction administration for Village infrastructure projects from bidding to payouts to closeout.

After discussion with staff, the Village Engineer, the Village Attorney and President Pfannerstill, I am recommending that the position be rehired with the modified status quo option. The intent of the changes is to facilitate consideration of candidates with broader backgrounds in order to increase the Village's ability to hire a great manager of people and resources. While the Revision option above might have addressed other factors, in the end, I believe it could have done a disservice to the Department of Public Works or to other areas of the Village as the Administrator would need to divide his/her time between those priorities. As it is today, the Village Administrator would retain the overall responsibilities but the Director will be tasked with overseeing the day-to-day operations.

In the future, I will continue to look at opportunities to address the factors the Revision concept would have addressed like bringing some inspection and other work in house rather than contracting and to expand the Village's social media presence.

If the revised Job Description and the plan to hire a new Public Works Director is acceptable to the Village Board, it would be my intent to move directly to a hiring process.

Village of Hartland

JOB DESCRIPTION

DRAFT – September 5, 2018

Position Title:	Director of Public Works
Department/Location:	Public Works
Reports To:	Village Administrator
Employees Supervised:	PW Operations Supervisor, Utility Operations Supervisor, <u>Seasonal Supervisor</u>, Laborers and Seasonal Help
Interrelationships:	Elected officials, community members, public works department members, other Village departments, consultants, vendors, etc.

Position Summary: Plan, manage and direct the Village Public Works and Utility Operations and use the Public Works Department’s resources to assist other departments in the areas of engineering, capital projects design and construction, water supply, operation and maintenance, sanitary sewer collection system, storm water collection and control, parks and open spaces, environmental control, yard waste collection and recycling, cemetery operation and construction, maintenance and construction of public buildings, operation and maintenance of streets and signage.

Position Duties:

Each essential job function described below is within the scope of duties with actual assignments and the emphasis on specific functions depending on the work that needs to be done at a given time or location.

Essential Job Functions:

1. Provide management oversight and leadership direction to the Village of Hartland Department of Public Works, including development of Departmental budgets, policies and procedures.
2. In coordination with the Village Administrator recruit, interview, select, orient and manage the hiring and evaluation of direct reports including the Public Works Operations Supervisor and the Utility Operations Supervisor. Coordinate the recruitment, interview, selection, orientation and evaluation of other subordinates in the Department with the Public Works and Utility Operations Supervisors.
3. Perform duties and responsibilities as described in the Village Code.
4. Solicit feedback from community members and respond to requests from citizens.
5. Oversee short and long term activities for all DPW, Sewer, Water, Parks, Cemeteries, CIP and Environmental Recycling.

6. Utilize DPW vehicles as needed to respond to requests for service.
7. Report to and respond to policy and administrative requests from the Village Board.
8. Respond to requests from the Village Administrator, constituents and businesses regarding ordinances.
9. Procure, maintain and assign department equipment.
10. Review, approve, and design as needed highly technical engineering calculations, design work, survey documents and Right of Way requests.
11. Manage design, bidding and contract letting for capital improvement projects.
12. Work with village and district attorney to prepare cases for court.
13. Establish and implement department policies and procedures.
14. Provide assistance and expertise to other departments and governmental agencies upon request.
15. Prepare, maintain and retain relevant records, plans and specifications.
16. Implement training and safety protocols for the Department.
17. Issuance and compliance assurance of public Right-of-Way permits.

Other Duties:

1. Attend required meetings and participate actively in any work group, training or committee assignments.
2. Maintain knowledge of administrative procedures and timelines and be able to communicate these to other staff and constituents.
3. Plan ahead recognizing the cycle of work and projects that repeat from year to year.
4. Maintain knowledge of software and equipment used to perform duties, such as: word processing, database, spreadsheets, E-mail, BanyonGIS, Laserfiche, and office equipment.
5. Know, understand and follow applicable safety policies and procedures, including but not limited to: proper lifting techniques, construction safety, roadway work zone safety, awareness of eye strain, use of proper wrist support when keyboarding for extended periods of time and office ergonomics.
6. Attend local, regional and state conferences and training opportunities.

Knowledge & Ability

Employee must have knowledge of:

1. Principles and practices of municipal public works operations and practice.
2. Construction project management.
3. Applicable state laws and regulatory codes.
4. Personnel management functions and techniques.
5. Engineering principles of pavement, utility and drainage construction.
6. Microsoft Office programs including Word, Excel and Outlook and other related software including GIS.

7. Labor relations.

Employee must have the ability to:

1. Anticipate issues and recommend solutions.
2. Work independently and with minimal supervision.
3. Communicate effectively in oral and written form.
4. Establish and maintain effective working relationships with the administration, department heads, employees, and citizens.
5. Implement policies and procedures as directed.
6. Plan, organize, direct, and evaluate the work of department employees.
7. Read, interpret, and analyze professional journals and government regulations.
8. Read and interpret correspondence, reports, reference sources, ordinances, statutes, policies, and other routine and non-routine written communications.
9. Perform mathematical operations to calculate figures and analyze simple and complex numerical data.
10. See, recognize and manipulate job-related objects and materials, and use them to accomplish tasks appropriately.

Desired Education and Experience:

1. Bachelor's degree in Civil Engineering, Construction Management, Public Management, or related field or professional experience and training providing a similar background is required with additional coursework in decision making, principles of behavior reinforcement, supervisory/management and budget planning preferred.
2. Certification by the State of Wisconsin as a Professional Engineer and/or Master's Degree in Public Management is ~~preferred~~ desireable.
3. Possession of a Wisconsin Grade 1 Water Operator Certification and/or Wisconsin Basic Wastewater Operator Certification with the collection system subclass (SS) is desirable.
4. Six or more years of experience of municipal public works operations or engineering in a supervisor role is required.

Personal Attributes Required:

Must be highly organized and be able to work with nominal direct supervision. Must enjoy detail-oriented work requiring a high level of accuracy. Must have excellent written and verbal communication skills. Must be well organized and demonstrate initiative. Must demonstrate the ability to establish and maintain exemplary relationships by using appropriate interpersonal skills. Must understand the need for teamwork, timeliness and accuracy. Must be able to maintain self-control under stressful situations and deadlines without exhibiting negative behaviors. Must be able to maintain confidentiality of sensitive information, and interact with others to accomplish tasks without arousing hostility. Must have knowledge of good grammar, spelling, punctuation and advanced math abilities.

Essential Physical / Mental Requirements:

1. Must be able to sit or stand for prolonged periods, up to 6 hours in an eight-hour day, with or without back support.
2. Must be able to perform light physical work in a field setting, including excessive heat and cold, excessive noise, driving in traffic and work zones, working in hard hat areas, walking over uneven surfaces, exposure to traffic and heavy construction vehicles, working in snow/icy/muddy conditions, exposure to broken glass/dust, walking slopes, bend/lift/kneel/crawl/crouch/climb/ladders/heights, walking long distances, standing for long times, exposure to machines/hazardous substances/poisonous vegetation occasionally lifting up to 10 pounds without assistance in an indoor or outdoor setting and occasionally lifting up to 30 pounds.
3. Must be able to communicate effectively on the telephone, via radio and in person to provide information and assistance.
4. Must be able to move throughout the building and from building to building in all types of weather conditions.
5. Must be able to reach in all directions, climb ladders and roofs and bend/stoop to store and retrieve files, use telephone, calculator, computer and other office equipment.
6. Must have dexterity and hand/eye coordination necessary to operate computer keyboard and other office equipment such as fax machine, copier, etc.
7. Hearing activity requires the ability to participate in numerous conversations throughout the day, both in person and over the telephone.
8. Must be able to complete job duties in an environment where background noise and frequent interruptions are the norm.
9. Must have the ability to maintain concentration and focus on tasks requiring timeliness and accuracy.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. Essential job functions are intended to describe those functions that are primary to the performance of this job, and other job duties include those that are considered secondary to the overall purpose of this job.

This job description does not state or imply that the above are the only duties and responsibilities assigned to this position. Employees holding this position will be required to perform any other job-related duties within this job category as requested by management. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

Originated April, 2012

Revision date: November 13, 2017, [September 10, 2018](#)