

VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 24, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Anson

Swearing in of Police Chief Torin Misko (*Reception to follow*)

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 September 10, 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.
4. Consideration of first reading of Bill for an Ordinance No. 09/24/18-01 "An Ordinance Creating §66-12 Of The Village Of Hartland Code Of Ordinances Establishing A Moratorium While It Enacts An Ordinance Regulating Residency and Presence Restrictions For Sex Offenders"
5. Consideration of a motion to partner with the Waukesha County Land Conservancy and the Ice Age Trail Alliance in an Urban Forestry Grant for the purpose of supporting restoration efforts in the Hartland Marsh.

Items referred from the September 17 Plan Commission meeting

6. Consideration of a motion to approve a revised design for painting of the Village's three water towers.
7. Consideration of actions related to modifications to the Conditional Use Permit for operations at 700 W. Capitol Drive for Lafarge Aggregates/Meyer Material Co. and Ozinga Ready Mix Concrete, Inc.
 - a. Consideration of a motion to approve amendments to the Conditional Use Permit issued for Lafarge Aggregates/Meyer Material Co. related to temporary crushing activities and other activities.

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- b. Consideration of a motion to approve a Conditional Use Permit for Ozinga Ready Mix Concrete, Inc. related to the operation of a Ready Mix Concrete facility.
8. Consideration of a motion to approve site and landscaping plans for a parking lot expansion for ABC Supply, 550 S. Industrial Drive.
9. Consideration of actions and items related to The Glen at Overlook Trails, a condominium development on the property located at and adjacent to N56 W28628 CTH K (Lisbon Road).
 - a. Review of annexation, zoning of the property, Planned Unit Development Overlay and Preliminary Plat.
 - b. Consideration of a motion to set a Public Hearing regarding zoning, including Planned Unit Development Overlay, for The Glen at Overlook Trails for the regular Village Board meeting scheduled on Monday, October 22 beginning at 7:00pm.

Other Items for Consideration

10. Consideration of a motion to approve an Agreement with the Humane Animal Welfare Society (HAWS) of Waukesha County for stray and injured animal care for the years 2019-2021 in the annual amount of \$2,772 for each year of the agreement.
11. 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.
12. Adjournment

[The Village Board and members of the public are invited to a reception in honor of new Police Chief Torin Misko to be held in the Community Center of the Municipal Building]

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.

MEMORANDUM

TO: President and Board of Trustees
FROM: David E. Cox, Village Administrator
DATE: September 19, 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.

At the beginning of the meeting, new Police Chief Torin Misko will be publically sworn in to his office. That event will be immediately followed by a reception in his honor in the Community Center at the Village Hall/Municipal Building. Any member of the audience or the public wishing to join that reception is invited to leave the meeting after the swearing-in. The Village Board will join the reception after conclusion of the meeting.

Item 4 Related to an ordinance establishing a moratorium on sex offender residency.

Background: In follow up to public comments received at previous Village Board meetings, the Board is asked to consider a moratorium on sex offender placement in the Village until such time as the Village has drafted a full ordinance addressing residency of sex offenders in the Village. As the Board has discussed, while there seems to be a desire to implement safe zones and other measures to protect children and others from offenses, it is appropriate to ensure that the Village Board has time to carefully consider information about offenders and possible measures to protect the public before considering a final ordinance. However, as pointed out in the proposed moratorium ordinance, the Village of Hartland is home to a disproportionate amount of sex offenders when compared to the rest of Waukesha County. 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. As the Village moves through the drafting process, it will likely be appropriate to consider input from the Department of Corrections and other agencies, various entities interested in sex offenders and the public. Additionally, it may be appropriate for the Village to conduct some of its own research to confirm information available from various sources. A more detailed plan for drafting of the final ordinance will come in the future. **Note:** It is anticipated that the Village Board will be asked to adopt this ordinance at this meeting. As the Board will recall, the Village Code calls for multiple readings of ordinances and a 7-day delay between introduction of the ordinance and adoption. (Village Code §2-34) However, these provisions may be waived by the Village Board on adoption of a motion to suspend the rules for this ordinance to allow adoption. The Attorney has opined that such a motion would be in order on Monday and the ordinance could be adopted if the Board so decided.

Recommendation: Approve the ordinance.

Item 5 Related to partnering with the Waukesha County Land Conservancy in a grant.

Background: The Waukesha County Land Conservancy (WCLC) has approached the Village and the Ice Age Trail Alliance (IATA) about officially partnering in an Urban Forestry Grant to support the ongoing efforts toward restoring the Hartland Marsh. As the Board will recall, for a few years, there has been active cooperation among the Village, WCLC and the IATA in efforts to eliminate invasive species and restore the Marsh including tree removal, mowing and herbicide applications with an ultimate plan to undertake a major prescribed burn on the upland areas of the Marsh property. As a reminder, the Village and the other two entities own various portions of the site referred to as the Hartland Marsh. Under the proposal from WCLC, the grant would outline about \$12,000 in work and the Village would be asked to apply \$2,000 in funds plus \$500 of in-kind service to support the overall goal. The in-kind work could relate to getting the ECOS Committee established and running. Funds for the Village's support of the work could come from the funds budgeted for restoration of these areas. Funds expended in 2018 as part of the ongoing effort are taken from this budget. Cheryl White, Executive Director of the WCLC, has been asked to attend the meeting to discuss the grant and the plan with the Board.

Recommendation: Approve the Village partnership in the grant application and work.

Item 6 Related to revised design for the Village's Water Towers.

Background: The Village's Downtown Business Improvement District (BID) has proposed a revision to the design for the Village's water towers. The design adds the website "ExploreHartland.com" to the already-approved design that includes a green stem and lower half of the bulb and the usual "Hartland." The BID would like the design used on all three water towers as they are repainted. It was confirmed that the new design will not change the cost of the tower painting projects that will occur in 2019 (2 towers) and 2020 (1 tower). The Plan Commission reviewed the request and has recommended approval provided that in the event the BID is no longer maintaining the website that it revert to the Village for maintenance as long as the website is shown on the towers.

Recommendation: Approve the new design for use on all water towers.

Item 7 Related to a proposed Conditional Use Permits at 700 W Capitol.

Background: In July, the Village Board approved a Conditional Use Permit (CUP) for Meyer Material/Lafarge Aggregates that authorized various historic activities at the 700 W

Capitol site including temporary crushing of spoil material, operation of a ready mix concrete plant and storage of a utility contractor's vehicles as well as related activity. In August, the Plan Commission received a proposal from the ready mix concrete operator, Ozinga Ready Mix Concrete, and Meyer Material/Lafarge Aggregates to amend the previously issued CUP for the property to allow additional hours of operation for Ozinga. The proposed additional hours were intended to match the hours at which they have been historically operating. The Commission considered the request, held a public hearing on the matter and recommended approval of amendments to the recently-approved Conditional Use Permit for the site (issued to Meyer Material/Lafarge) to deal with the Meyer Material/Lafarge operations and the utility contractor and a second, separate CUP to address the Ozinga Ready Mix operation. The original CUP dealt with all of the uses on the site, including temporary crushing of existing remnant concrete, ready mix concrete plant and vehicle storage and office operations related to the ready mix operation and a separate utility contractor.

Recommendation: Approve the amended CUP for Meyer/Lafarge and the new CUP for Ozinga.

Item 8 Related to a proposed parking lot expansion at ABC Supply.

Background: ABC Supply, which is located in the manufacturing/commercial park between Cardinal Lane and the railroad tracks, is proposing the addition of 21 parking spaces at its facility with 17 spaces in front of the building and four adjacent to the entrance drive. The design recommended for approval by the Plan Commission allows space for a small feature to improve the quality of storm water sheeting off of the parking lot prior to that water entering the public ditch system. Additionally, the design allows additional space for landscaping. The Plan Commission has recommended approval of the site and landscaping plans for the property.

Recommendation: Approve the parking lot site and landscaping plan.

Item 9 Related to a proposed condominium development (Overlook Trails).

Background: The Neumann Companies is presenting annexation, plans and the condominium plat for a proposed single family condominium development on the approximately 40-acre parcel east of the Mary Hill subdivision. The proposal is generally consistent with the concept plan that was approved earlier this year and proposes a Planned Unit Development that includes 50 single family homes in condominium ownership. The Plan Commission gave initial consideration to the project at its meeting and discussed a number of items. One area that the proposal differs from the concept is the connection to Southern Oak Road, which is to be an emergency access route only. The Commission is still considering its recommendation on this item but seems inclined to recommend the emergency access in light of a boulevard at the main

entrance on CTH K and, perhaps, some road reservation to the edge of the property so the Village could develop a road if it ever felt the full access was necessary. The Commission is also considering its recommendations on other matters such as whether the roads should be private or public and the nature of the Isolated Natural Resource Area in terms of public access. At this point, the Commission is recommending the Village Board set the public hearing on the zoning matters related to the project for the October 22 Village Board meeting. It is expected that the recommended zoning will be RS-1 Single-Family Residential District with both PUD and Upland Conservancy Overlay (UCO) districts. The Commission review the project again at its October 15 meeting.

Recommendation: Set the public hearing on this matter for Monday, October 22 as part of the regular Village Board meeting.

Item 10 Related to a proposed three-year agreement with HAWS.

Background: For many years, the Village has worked with the Humane Animal Welfare Society of Waukesha County (HAWS) to provide various services related to lost or injured animals in the Village of Hartland. The Police Department is recommending the continuation of this relationship for the next three years. HAWS is proposing to provide these services for the annual fee of \$2,772, which is the same fee charged since at least 2016

Recommendation: Approve the three-year agreement with HAWS.

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

Call to Order

Roll Call

There was a moment of silence observed in remembrance of 9/11.

Pledge of Allegiance – Trustee Dorau

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

Excused: Trustee Wallschlager

Others: Administrator Cox, Finance Director Bailey, Interim Chief Collura, Clerk Igl, Fire Chief Dean, DPW Operations Supervisor Gerszewski, Bryan Lindgren (Neumann Companies), individuals interested in providing 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.)

1. Consideration of a motion to approve Village Board minutes of August 27, 2018.

President Pfannerstill asked that the August 27, 2018 Village Board minutes be modified to include his comment related to a sex offender ordinance that the Board will get something done and that the people have been heard. Motion (Meyers/Swenson) to approve the minutes with the modification requested. Carried (6-0).

2. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$354,205.63. Carried (5-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Dorau/Anson) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020. Carried (6-0).
 - b. Motion (Meyers/Landwehr) to approve an application for a fireworks permit for Lake Country Lutheran High School. Carried (6-0).
 - c. Motion (Dorau/Anson) to approve an application for a Street Use Permit for Arrowhead High School. Carried (6-0).
 - d. Motion (Anson/Swenson) to approve an application for a Street Use Permit for Lighthouse Events. Carried (6-0).

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.

President Pfannerstill stated that these issues were taken up under public comment however no action was taken by the Village Board. Motion (Meyers/Dorau) to direct staff to create a draft ordinance restricting the placement of sex offenders. Carried (6-0).

Administrator Cox stated that staff has been working with and providing information to the Village Attorney's office to begin the process of drafting an ordinance that will be legally defensible. A draft of the ordinance will be presented to the Village Board for consideration.

President Pfannerstill explained that when an ordinance is created there is a system in place which requires several readings of the ordinance before the ordinance is adopted. He stated that the Village can create an ordinance for the future but that there is nothing that can be done with the past. He stated that he understands this has caused frustration but encouraged residents to lean on the Police Department to deal with offenders. President Pfannerstill stated that he did not realize that the Village didn't have an ordinance limiting where sex offenders may reside.

Trustee Landwehr stated that the Board had been informed in the past that there was little that could be done to restrict sex offenders but that the PD monitored them. Administrator Cox stated that in discussions with previous Village Boards, previous Police Chiefs were convincing in expressing success in monitoring these individuals without an ordinance restricting placement. Further, he stated that there has always been a possibility to restrict however in the last few years the state has restricted the ability to limit where they can live. It was stated that the Village can move forward with the creation of an ordinance within the confines of the law.

Resident Cindy Kramer, 1263 Four Winds Way, expressed concerns about the number of sex offenders residing in Hartland. She referenced a situation in which an ordinance change forced an offender to move. President Pfannerstill stated that he didn't believe an offender could be removed due to passage of an ordinance. It was clarified that offenders that are un-mapped on the Family Watchdog site are individuals that have a Hartland zip code but do not live in the Village.

Carri Oosberbaan, 1154 Four Winds Way, asked what the states restrictions for placement of sex offenders are. President Pfannerstill stated that the state provides guidance but leaves it up to the municipalities.

Interim Chief Collura stated that the Department of Corrections has rules and regulations that they have to follow when placing offenders. He stated that the PD has a liaison officer that meets with the offenders, conduct interviews, gathers reports, etc. but their hands are tied by following state regulations. He stated that they would be able to regulate more if an ordinance were passed.

Peter Walker, 702 Tenny Avenue, stated that information from the League of WI Municipalities cites a state statute that limits placement within a 1,500 foot radius from certain types of facilities however this only applied to those that are deemed violent and on release. He stated that an online petition asking that the Board take action to adopt restrictions for sex offenders has over 950 signatures. He urged the Village Board to take action stating that of those offenders residing in the Village, eighteen of them have offenses against children.

Valerie commented that her young son had been molested by an educator in the school system. She recounted details of the case and the impact on her family. She asked that the Board consider not limiting restrictions to those offenders deemed violent and asked that the ordinance be specific to ensure the safety of the children.

Mike Diliberto, 1052 Woodbridge Ct., asked whether pictures of sex offenders residing in the Village could be posted at public places such as Piggly Wiggly. He also asked whether restrictions could be placed on offenders such as not owning a pet which could be used to entice a child. President Pfannerstill stated that staff will look into each of these suggestions.

President Pfannerstill stated that he had received an email from an organization that is for the well-being and protection of sex offenders. He stated that he can understand that people are frustrated and angry that the Village doesn't have an ordinance but that one will be adopted.

Tiffany Cooley, 122 Kestrel Way, asked whether the Village ordinance could restrict a parent or friend from housing an offender.

Dan Oostenbrug, 124 Willow Drive, stated that he was disheartened to hear that this issue has come before the Village Board previously and nothing was done. He challenged the Board to push back; that "no" is not acceptable.

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.

President Pfannerstill stated that public comments on the proposal are to be made at the Plan Commission meeting and asked that questions be limited. Neumann Representative Bryan Lindgren provided a presentation stating that the name for the development has been formalized since the last presentation. He stated that they believe that the market is asking for this type of home in the Village. A detailed presentation will be provided at the September Plan Commission meeting.

Trustee Meyers asked whether the entrance will be wider than initially proposed. Mr. Lindgren stated that it will be made as wide as possible given the challenging point of access onto Hwy K. Trustee Meyers asked whether there would be only one entrance as a proposed connection to southern Oaks Drive had been discussed previously. Mr. Lindgren stated that they have met

with neighboring property owners and the proposal submitted includes an emergency drive only to Southern Oaks Drive.

Motion (Swenson/Dorau) to refer the matter to the Plan Commission. Carried (6-0).

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.

Administrator Cox stated that this vehicle will be included in the 2019 budget. Ordering the vehicle now will avoid an increase in cost for the newer model year. Motion (Meyers/Anson) 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. Carried (6-0).

7. Consideration of a motion to approve a revised Department of Public Works Director Job Description.

Administrator Cox stated that staff had evaluated options for reorganization of the DPW Director position. No changes were recommended however changes to the job description to broaden the background requirements for potential candidates were suggested. Motion (Anson/Swenson) to approve a revised Department of Public Works Director Job Description. Carried (6-0).

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.

Budget meetings are scheduled for Wed., Sept. 19 and Thurs., Sept. 20 beginning at 5:30 p.m.

Fire Chief Dean announced the Pancake Breakfast to be held on Sat., Oct. 13 from 7:00 a.m. to 12:00 p.m. and the Pizza Fundraiser on October 17th & 18th from 6-9:30 p.m.

Chief Dean reminded all of the events of 9/11 stating that it is a time to reflect and be thankful.

Interim Chief Collura stated that refreshments will follow the swearing in of new Police Chief Torin Misko at the Sept. 24th Village Board meeting. Residents are invited to attend.

President Pfannerstill stated that he is proud to be in Hartland with more open government and more involvement of residents. He stated that he is proud to see people working together and

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to be part of something like this as this is how government should work; people speak and elected officials listen.

9. Adjournment

Motion (Dorau/Swenson) to adjourn at 8:11 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: September 19, 2018

RE: Voucher List

Attached is the voucher list for the September 24, 2018 Village Board meeting.

September 24, 2018 Checks: \$ 278,749.43

Total amount to be approved: \$ 278,749.43

VILLAGE OF HARTLAND
VOUCHER LIST - SEPTEMBER 24, 2018

09/19/18 10:14 AM

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Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	ANDERSON HOMES	OCC/1657 WHISTLING HILL	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	ANTHONY THOMAS BLDRS	OCC/1634 TWISTED OAK CT	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	BELMAN HOMES	OCC/1609 WHISTLING HILL	\$1,500.00
G 101-23000 SPECIAL DEPOSITS	CONCRETE CONCEPTS PLUS CO	CURB CUT/340 MAPLE AVE	\$1,000.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	DEMLANG BUILDERS	OCC/1616 WHISTLING HILL	\$1,500.00
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA AUGUST	\$124.64
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	SEPT DUES	\$426.00
G 101-23000 SPECIAL DEPOSITS	LAKE COUNTRY FAMILY FUN LLC	DEPOSIT FOR HARTLAND KIDS DAY	\$400.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	MCDEVITT, WILLIAM & MARY	OCC/462 PARK CT	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	MILLER MARRIOTT CONSTRUCTION	OCC/403 PARK CT	\$1,500.00
R 101-46740 RECREATION TRIPS	NIPKO, KAREN	WINDY CITY PARTIAL REFUND	\$11.41
G 101-21515 SALES TAXES PAYABLE	NIPKO, KAREN	WINDY CITY PARTIAL REFUND	\$0.59
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	ORENDORF CUSTOM HOMES	OCC/402 PARK CT	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	SCI REAL ESTATE INC	OCC/240 FOUR WINDS	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	STEEPLE POINTE HOMES	OCC/1604 WHISTLING HILL CR	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	VICTORY HOMES OF WI	OCC/1683 WHISTLING HILL CR	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	VICTORY HOMES OF WI	OCC/1613 WHISTLING HILL CR	\$1,500.00
EXPENSE Descr			\$18,462.64
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	CYLINDER RENTAL	\$240.46
EXPENSE Descr AMBULANCE			\$240.46
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-715 STREETSCAPE PROGRAM	COMPETITOR AWARDS & ENGRAVING	ADDL BENCH PLACQUE	\$24.00
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA AUGUST	\$64.00
E 804-56700-719 EVENTS	ENDTERS SPORTS GRILL	GIFT CARD REDEEMED	\$20.00
E 804-56700-719 EVENTS	SENROR TOMAS	GIFT CERTIFICATE REDEEMED	\$20.00
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	RAFFLE SLIPS/HNNO	\$30.60
EXPENSE Descr ECONOMIC DEVELOPMENT			\$158.60
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	ELECTIONSOURCE	I VOTED STICKERS	\$37.92
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	BAKERY/ELECTION	\$15.98
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$258.86
EXPENSE Descr ELECTIONS			\$312.76
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-460 LANDSCAPE MANAGEMENT	WACHTEL TREE SCIENCE & SERVICE	TRUNK INJECTION/EAB	\$1,342.50

Account Descr	Search Name	Comments	Amount
EXPENSE Descr ENVIRONMENTAL SERVICES			\$1,342.50
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	SEPT ADMN SERVICES	\$176.58
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$25.18
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	ANNUAL PACKAGE	\$48,659.00
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	WORKERS COMP	\$50,228.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$99,088.76
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	MOTOROLA RADIO BATTERIES	\$588.75
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	NAILS/PLYWOOD	\$121.89
E 101-52200-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	BOLTS/FLAT BAR	\$22.89
E 101-52200-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	BATTERY	\$150.05
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	DYER, SHARON	REIMBURSE SUPPLIES	\$39.74
E 101-52200-360 VEHICLE MAINT/EXPENSE	JEFFERSON FIRE & SAFETY INC	ROSENBAUER GAUGE	\$167.44
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SONIC WALL SECURITY RENEWAL	\$399.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/KOEHN	\$29.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	TEN2 COMMUNICATIONS	MONITOR V PROGRAMMING CRADAL	\$211.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	TEN2 COMMUNICATIONS	FIRE SUPPRESSION TOOL	\$599.99
EXPENSE Descr FIRE PROTECTION			\$2,329.75
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	IGL, DARLENE	REIMBURSE MILEAGE/MEALS	\$185.19
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$68.98
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$74.10
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$22.10
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES	JUNE-SEPT LEASE	\$331.95
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	AUG-SEPT COPIER	\$337.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	JULY-AUG ADDL IMAGES	\$242.64
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	AUG LEGAL SERVICES	\$4,820.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	AUG DOCUMENTS	\$30.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	BARTENDER/SOLICITOR RECORD CHECK	\$59.00
EXPENSE Descr GENERAL ADMINISTRATION			\$6,170.96
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	AUG PERMITS	\$8,300.75
EXPENSE Descr INSPECTION			\$8,300.75
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	BUSINESS CARDS/MISKO	\$32.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	LETTERHEAD	\$175.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	NAME PLATE/MISKO	\$11.00

Account Descr	Search Name	Comments	Amount
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	NAMEPLATE INSERT	\$22.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	TIRE/MOUNT	\$281.55
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE/LOWER CONTROL ARMS SQ #5	\$739.24
E 101-52100-360 VEHICLE MAINT/EXPENSE	KUSTOM SIGNALS INC	FRONT RADAR ANTENNA SQ #5	\$566.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	AUG USER FEE	\$137.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$566.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	DESKTOP COMPUTER/SMART BUY/WINDOWS LICENSE	\$3,100.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW HILL/PFANNENSTIEL/STEINE	\$105.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	FIT TEST/AUDIOGRAM/VISION SCREENING MISKO	\$162.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	SOERENS FORD, INC.	SEAT LEVER BROKEN/PARTS AND LABOR	\$715.04
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	AUG PRISONER HOUSING	\$154.26
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WILEAG	ON SITE ADMINISTRATION FEE	\$150.00
EXPENSE Descr LAW ENFORCEMENT			\$6,917.09
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	ALL WASHED UP WINDOW CLEANING	WINDOW CLEANING	\$1,575.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	BAYSCAN TECHNOLOGIES	DVD CASES	\$290.00
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	BOOKS	\$107.96
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	BOOKS	\$11.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	BOOKMARK/PAPER ROLL	\$35.54
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	LABELS	\$233.27
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	NEWSLETTER	\$48.00
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINTS	\$140.99
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINTS	\$212.31
E 101-55110-255 BLDGS/GROUNDS	GROUNDS KEEPER, INC.	LIBRARY MAINTENANCE	\$168.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	FRONT COVER ADHESIVE LABELS	\$199.80
E 101-55110-310 BOOKS & MATERIALS	MARIS ASSOCIATES	BOOKS	\$78.21
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT AUDIOBOOK	\$52.62
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT AUDIOBOOK	\$47.36
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT DVDS	\$35.42
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVD	\$5.58
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVDS	\$60.91
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$59.84
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$142.96
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$65.14
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$171.51
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK/LARGE PRINT/CHILDRENS AUDIOB	\$75.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK/LARGE PRINT/CHILDRENS AUDIOB	\$67.50
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	CHILDRENS AUDIOBOOK	\$45.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$37.50
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	PAPER TOWELS	\$39.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN PAGEL/SPYERS DURAN	\$58.00

Account Descr	Search Name	Comments	Amount
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/MURPHY	\$29.00
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$243.40
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	AUG ADDL IMAGES	\$100.39
E 101-55110-310 BOOKS & MATERIALS	THE CHILD S WORLD	BOOKS	\$94.75
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	AUG GAS	\$35.68
EXPENSE Descr LIBRARY			\$4,568.38
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$136.32
E 101-51600-255 BLDGS/GROUNDS	GROUND S KEEPER, INC.	VILLAGE HALL MAINTENANCE	\$168.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	PAPER TOWELS	\$39.00
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	AUG-SEPT ELECTRIC	\$1,766.43
EXPENSE Descr MUNICIPAL BUILDING			\$2,109.75
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FLEET US LLC	FIELD PAINTER/ARM/SWITCH	\$246.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	CLEANING CADDY	\$58.78
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	CLEANING CADDY	\$58.78
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	PORT-A-JOHN	PENBROOK RESTROOM	\$208.00
EXPENSE Descr PARKS			\$571.56
EXPENSE Descr PUBLIC WORKS			
E 101-53000-235 STREET SWEEPING	ADVANCED DISPOSAL SERVICES	STREET SWEEPINGS DISPOSAL	\$1,883.22
E 101-53000-345 STAFF EDUCATION/TRAINING	AMERICAN PUBLIC WORKS ASSOC	MEMBERSHIP DUES GERSZEWSKI/FELKNER	\$360.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$60.30
E 101-53000-420 STORM SEWER	BIEBELS TRUE VALUE	SOD CUTTER	\$112.00
E 101-53000-420 STORM SEWER	BIEBELS TRUE VALUE	STRAW BALES	\$32.29
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	MOUSE TRAPS/SOFTENER SALT	\$32.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	BRUCE MUNICIPAL EQUIPMENT INC	WASHDOWN GUN/NOZZLE/SPRAY FOR SWEEPER	\$299.94
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	FREON	\$83.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$600.14
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$92.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,616.19
E 101-53000-180 OTHER BENEFITS	ELFTMAN, CLAY	REIMBURSE CLOTHING ALLOWANCE	\$84.07
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$129.45
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$102.45
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	FILTERS	\$134.18
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	SPARK PLUGS/VALVE STEM/FILTERS	\$31.20
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE/CARTAGE	\$442.50
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	\$319.00
E 101-53000-410 STREETS GEN MAINT	PIONEER SUPPLY LLC	WASP SPRAY	\$152.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	HEPATITIS B/MAAS	\$71.00
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	ASPHALT	\$230.63

Account Descr	Search Name	Comments	Amount
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	BUSINESS CARDS/GERSZEWSKI	\$63.00
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	JULY-AUG CENTENNIAL	\$21.54
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JULY-AUG ST LIGHTING	\$8,584.94
E 101-53000-225 STREET LIGHTING	WE ENERGIES	AUG-SEPT FOUR WINDS WEST	\$91.94
E 101-53000-420 STORM SEWER	WESTERN CULVERT & SUPPLY INC	RODENT GUARD/FLARED END SECTIONS	\$221.45
EXPENSE Descr PUBLIC WORKS			\$15,851.68
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	ALLEN WRENCH	\$4.92
E 101-55300-303 SUMMER REC EXPENSES	DOUSMAN TRANSPORT	SUMMER CAMP TRIP	\$2,833.71
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HUNT-MATTHES, KATE	INTRO TO MEDITATION	\$134.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KNOLLWOOD STABLES	SEPT BASIC HORSEMANSHIP	\$495.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY MARTIAL ARTS	PARKOUR PARENTS NIGHT OUT	\$51.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY MARTIAL ARTS	FAMILY TAEKWONDO	\$96.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PAGEL, BETHANY	SEPT-OCT YOGA FOR KIDS	\$288.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PEWAUKEE, CITY OF	ART IN THE PARK PROGRAM	\$294.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/TISCHER	\$29.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/WONG	\$29.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	SUMMER TREE CLIMBING PROGRAM	\$198.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	RECORD CHECK	\$14.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$4,467.23
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	AUGUST SERVICES	\$32,447.78
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$32,447.78
EXPENSE Descr SEWER SERVICE			
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	SEPT FEES	\$71,865.76
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	SEPT ADMN SERVICES	\$27.16
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	GRAINGER	DEFINIT PRPOSE CNTACTR	\$89.38
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	WOLF PAVING CO INC	ASPHALT	\$292.52
EXPENSE Descr SEWER SERVICE			\$72,274.82
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	AUG BEACON HOSTING	\$154.38
E 620-53700-623 PUMPING - SUPPLIES/EXPENSES	BUMPER TO BUMPER	BATTERY CHARGER WELL #4	\$49.95
E 620-53700-654 MAINTENANCE OF HYDRANTS	CORE & MAIN LP	HOSE NOZZLE/CAP	\$778.96
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	SEPT ADMN SERVICES	\$67.92
E 620-53700-651 MAINTENANCE OF MAINS	HALQUIST STONE CO INC	STONE	\$453.21
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	SODIUM HYPOCHLORITE	\$233.00
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JULY-AUG #3 PUMPHOUSE	\$1,371.54
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$25.00
EXPENSE Descr WATER UTILITY			\$3,133.96

Account Descr	Search Name	Comments	Amount
			\$278,749.43

VILLAGE OF HARTLAND
LICENSES AND PERMITS
SEPTEMBER 24, 2018

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

Anthony R. Moslavac
Alex S. Thomas
Janine M. Guequierre
David Richard Marklund Jr.
Melissa K. Olson
Joan Rose-Bohl
Shawn Michael Prescott

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

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

2 ORDINANCE NO. _____

3 AN ORDINANCE CREATING §66-12
4 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
5 ESTABLISHING A **MORATORIUM** WHILE IT ENACTS AN ORDINANCE
6 REGULATING RESIDENCY AND PRESENCE RESTRICTIONS FOR SEX OFFENDERS
7

8 THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

9 **SECTION 1:** §66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND
10 is hereby created as follows:

11 1. Findings and Intent.

12 WHEREAS, The Village Board defines a *Designated Offender* to mean a person who has been
13 convicted of or has been found delinquent of or has been found not guilty by reason of disease or
14 mental defect of a sexually violent offense and/or a crime against children which includes *Crimes*
15 *Placing Children at Risk* defined and described within footnote 1¹; and,

¹ All offenses where a court has made a determination under Wis. Stat. 973.48, and in particular Wis. Stat. 973.048 (1m) that the underlying conduct was sexually motivated, as defined in §980.01 (5), and that it would be in the interest of public protection to have the person report under §301.45, or where there has been a conviction under one of the following offenses:

- § 940.225(1) First Degree Sexual Assault;
- § 940.225(2) Second Degree Sexual Assault;
- § 940.225(3) Third Degree Sexual Assault;
- § 940.22(2) Sexual Exploitation by Therapist;
- §940.30 False Imprisonment where victim was a minor and not the offender's child;
- § 940.31 Kidnapping where victim was minor and not the offender's child;
- § 944.01 Rape (prior statute);
- § 944.06 Incest;
- § 944.10 Sexual Intercourse with a Child (prior statute);
- § 944.11 Indecent Behavior With a Child (prior statute);
- § 944.12 Enticing Child for Immoral Purposes (prior statute);
- § 948.02(1) First Degree Sexual Assault of a Child;
- § 948.02(2) Second Degree Sexual Assault of a Child;
- § 948.025 Engaging in Repeated Acts of Sexual Assault of the Same Child;
- § 948.05 Sexual Exploitation of a Child;
- § 948.055 Causing a Child to View or Listen to Sexual Activity;
- § 948.06 Incest with a Child;
- § 948.07 Child Enticement;
- § 948.075 Use of a Computer to Facilitate a Child Sex Crime;
- § 948.08 Soliciting a Child for Prostitution;

16 WHEREAS, The Village Board has recently learned that there currently are 35 individuals who
 17 reside in the Village who reasonably meet the definition of a *Designated Offender*; and,

18 WHEREAS, The Village Board has concluded that the number of *Designated Offenders* residing
 19 within the Village unreasonably exceeds the number of *Designated Offenders* residing within other
 20 communities in Waukesha County as demonstrated by the data contained in footnote 2²; and,

21 WHEREAS, The Village Board has concluded that the Wisconsin Department of Corrections has
 22 facilitated the placement of such a high number of *Designated Offenders* within the Village
 23 because of the absence of any Village ordinance regulating the residence or presence of *Designated*
 24 *Offenders* near identified Child Safety Zones as described in footnote 3³.

-
- § 948.085 Sexual Assault of a Child Placed in Substitute Care;
 - § 948.09 Sexual Intercourse With a Child Age 16 or Older;
 - § 948.095 Sexual Assault of a Student by School Instructional Staff;
 - § 948.11(2)(a) or (am) Exposing Child to Harmful Material, felony sections;
 - § 948.12 Possession of Child Pornography;
 - § 948.13 Convicted Child Sex Offender Working with Children;
 - § 948.30 Abduction of Another's Child;
 - § 971.17 Not Guilty by Reason of Mental Disease, of an included offense;
 - § 975.06 Sex Crimes Law Commitment;
 - § 980.01(7) Sexually Violent Persons.

2

Municipality	Area in Sq. Miles	Offenders	Offenders Per Mile	Population	Offenders per 1,000
Waukesha County	576	400	0.69	396449	1.01
Hartland	5.1	35	6.86	9179	3.81
County Net of Hartland	570.9	365	0.64	387270	0.94

(Sources: Wisconsin Department of Corrections Sex Offender Registry as of 9/17/18, Wisconsin Blue Book 2017/2018, Waukesha County Website and Village of Hartland Website)

Hartland’s saturation level of offenders is 6.75 times higher than the balance of Waukesha County. The saturation level is determined by adding the number of Designated Offenders per square mile in Hartland plus the number of Designated Offenders per 1,000 population in Hartland and dividing the resulting figure by the sum of the number of Designated Offenders per square mile in Waukesha County net of Hartland plus the number of Designated Offenders per 1,000 population in Waukesha County net of Hartland. Mathematically, the saturation level (SL) for Hartland would be expressed as follows: $SL = \frac{6.86+3.81}{.64+.94}$

³ *Child Safety Zones* can include but are not limited to a public school as defined in Wis. Stat. § 115.01(1), a private school as defined in Wis. Stat. § 115.001(3), a group home, as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis. Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as defined in Wis. Stat. § 48.02(17q), a day-care center licensed under Wis. Stat. § 48.65, a day-care program established under Wis. Stat. §

25 WHEREAS, The Village Board has been informed that the existence of a focused practice
26 involving vigorous community policing whereby the Hartland Police Department has regularly
27 tracked the presence of *Designated Offenders* residing in the Village and regularly interacted with
28 them to remind them that their presence is known to law enforcement with the goal of deterring
29 recidivism and discouraging the concealment of the residency of *Designated Offenders* in the
30 Village; and

31 WHEREAS, The Village Board has now concluded that an ordinance regulating the residency and
32 imposing presence restrictions for Designated Offenders is now warranted; and,

33 WHEREAS, The Village Board realizes that the formulation of a reasoned and defensible
34 ordinance in light of current legal challenges to such ordinances will take a reasonable amount of
35 time.

36 2. Incorporation of Findings and Intent.

37 The Findings and Intent section as well as all of the footnotes of this ordinance are fully
38 incorporated and made a part of this ordinance.

39 3. Moratorium.

40 The Village hereby declares a Moratorium prohibiting the establishment of a Temporary or
41 Permanent Residence⁴ by a *Designated Offender* within the Village until such time as the
42 saturation level for Designated Offenders in the Village of Hartland reaches a factor of 1.1 or lower
43 where the saturation level is determined by adding the number of Designated Offenders per square
44 mile in Hartland plus the number of Designated Offenders per 1,000 population in Hartland and
45 dividing the resulting figure by the sum of the number of Designated Offenders per square mile in
46 Waukesha County net of Hartland plus the number of Designated Offenders per 1,000 population
47 in Waukesha County net of Hartland.

120.13(14), a day-care provider certified under Wis. Stat. § 48.651, or a youth center as defined in
Wis. Stat. § 961.01(22); and/or any facility used for: a public park, parkway, parkland, park
facility; a public swimming pool; a public library; a recreational trail; a public playground; a school
for children; athletic fields used by children; a day-care center; any specialized school for children,
including, but not limited to, a gymnastics academy, dance academy or music school; and aquatic
facilities open to the public.

⁴ *Temporary Residence* means either: (1) a place where the person abides, lodges or resides for a
period of 14 or more days in the aggregate during any calendar year and which is not the person's
permanent address; or (b) a place where the person routinely abides, lodges or resides for a period
of four or more consecutive or nonconsecutive days in any month and which is not the person's
permanent residence.

Permanent Residence means a place where the designated offender lodges or resides for 14 or
more consecutive days.

48 4. Draft Ordinance Under Consideration

49 By way of illustration only, a draft of a potential ordinance is appended as Exhibit A and the
50 Village Board invites written comments regarding same and will consider commissioning a study
51 that will inform the drafting of a potential ordinance.

52 5. Appeal.

53 Any individual may appeal to the Village Board the interpretation of or application of the
54 Moratorium under this ordinance.

55

56 **SECTION 2:** If any section, sentence, clause, phrase or portion of this ordinance is for any reason
57 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be
58 deemed a separate, distinct and independent provision, and such holding shall not affect the
59 validity of the remainder of such ordinance.

60

61 **SECTION 3:** This ordinance shall take effect and be in full force from and after its passage and
62 publication.

63 Passed and approved this 24th day of September, 2018.

64

VILLAGE OF HARTLAND

65

66

By: _____

67

Jeffrey Pfannerstill, Village President

68

69 ATTEST:

70 _____

71 Darlene Igl, Village Clerk

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

2 ORDINANCE NO. _____

3 AN ORDINANCE CREATING §66-12
4 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
5 REGULATING RESIDENCY RESTRICTIONS FOR SEX OFFENDERS
6

7 THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

8 **SECTION 1:** §66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND
9 is hereby created as follows:

10 1. Finding and intent

11 This section of the Village of Hartland Ordinances is a regulatory measure aimed at protecting the
12 health and safety of the children of the Village of Hartland (“Village”) from the risk that a
13 convicted sex offender (“Designated Offender”) may re-offend in locations close to a Designated
14 Offender’s residence and to reduce the perception in the minds of members of the public, both
15 within and outside the Village, that the Village has become a convenient community where the
16 Wisconsin Department of Corrections can disproportionately place Designated Offenders within
17 Waukesha County .

18 The United States Supreme Court has recognized that the risk of recidivism posed by sex offenders
19 is high and when convicted sex offenders re-enter society, they are much more likely than any
20 other type of offender to be rearrested for a new rape or sexual assault. *See Smith v. Doe*, 538 U.S.
21 84, 123 S.Ct. 1140, 155 L.Ed. 2d 164 (2003) and *McKune v. Lile*, 536 U.S. 24, 34, 122 S.Ct. 2017,
22 153 L.Ed.2d 47 (2002), citing United States Department of Justice Bureau of Justice Statistics, Sex
23 Offenses and Offenders, 27 (1997), U.S. Department of Justice Bureau of Justice Statistics
24 Recidivism of Prisoners Released in 1983 (1997).

25 Despite the fact that the Village Board has not conducted any specific study to support its finding,
26 it is convinced that the commonly held belief that Designated Offenders suffer a high rate of
27 recidivism has a basis in fact and therefore relying on the data considered in the cases referenced
28 in the above second paragraph above and the commonly held belief that Designated Offenders
29 suffer a high rate of recidivism, the Village finds and declares that certain sex offenders are a
30 serious threat to public safety.

31 Given the rate of recidivism for sex offenders and the commonly held belief that reducing
32 opportunity and temptation is important to minimizing the risk of re-offense, there is a need to
33 protect children where they congregate or play in public places in addition to the protections
34 afforded by state law with respect to schools and day-care centers. The Village finds and declares
35 that in addition to schools and day-care centers, children congregate and play at the other facilities
36 identified hereafter in section 3of this ordinance.

37 Repeat sexual offenders and sexual offenders who use physical violence and sexual offenders who
38 prey on children are sexual predators who present a real threat to public safety. Because of the

39 repulsive and hideous nature of Crimes Placing Children at Risk, as defined hereafter in section 2
 40 of this ordinance sexual offenders are more likely to use physical violence. It is a commonly held
 41 belief that most sexual offenders commit more offenses and have more victims than are ever
 42 reported or that they are prosecuted for. Thus, the potential of psychological trauma to citizens of
 43 the Village is real but difficult to calculate.

44 It is the intent of this ordinance to not impose a criminal penalty by expelling existing Designated
 45 Offenders from the Village but instead to serve the village's compelling interest to promote,
 46 protect, and improve the health, safety, and welfare of its children by (a.) identifying locations
 47 where children regularly congregate in concentrated numbers so that Designated Offenders are
 48 prohibited, within stated distances, from being present near them or residing near them; and (b.)
 49 establishing, on a temporary basis, a moratorium against the establishment of additional residences
 50 by Designated Offenders within the Village until the population density of Designated Offenders
 51 within the Village changes to the mean average of those Designated Offenders placed in other
 52 villages, towns and cities within Waukesha County .

53 Wisconsin Statute § 61.34 authorizes the village to enact legislation for the health, safety and
 54 welfare of the public. In addition, Wis. Stat. § 61.34(5) notes that the powers, rights and privileges
 55 accorded to villages under said statute are to be liberally construed in order to promote the general
 56 welfare, peace, good order and prosperity of the village.

57 This ordinance shall not apply to sexually violent persons as defined in Wis. Stat. § 980.01(7), so
 58 long as those persons are subject to supervised rerelease under chapter 980, are residing where
 59 they have been ordered to reside under Wis. Stat. § 980.08, and are in compliance with all court
 60 orders issued under chapter 980.

61 The Village further finds, to the extent that data is available, that at the time of the enactment of
 62 this ordinance the ratio for Designated Offenders in Waukesha County and in the Village on a per
 63 square mile and population basis is as shown in footnote 1¹

1

Municipality	Area in Sq. Miles	Offenders	Offenders Per Mile	Population	Offenders per 1,000
Waukesha County	576	400	0.69	396449	1.01
Hartland	5.1	35	6.86	9179	3.81
County Net of Hartland	570.9	365	0.64	387270	0.94

(Sources: Wisconsin Department of Corrections Sex Offender Registry as of 9/17/18, Wisconsin Blue Book 2017/2018, Waukesha County Website and Village of Hartland Website)

Hartland’s saturation level of offenders is 6.75 times higher than the balance of Waukesha County. The saturation level is determined by adding the number of Designated Offenders per square mile in Hartland plus the number of Designated Offenders per 1,000 population in Hartland and dividing the resulting figure by the sum of the number of Designated Offenders per square mile in Waukesha County net of Hartland plus the number of Designated Offenders per 1,000 population in Waukesha County net of Hartland. Mathematically, the saturation level (SL) for Hartland would be expressed as follows: $SL = \frac{6.86+3.81}{.64+.94}$

64 It is directed that the codified version of this ordinance include the Findings and Intent section
65 which is made a part of and incorporated in this ordinance.

66 2. Definitions

67 The following words, terms and phrases, when used in this ordinance, shall have the meanings
68 ascribed to them in this section, except when the context clearly indicates a different meaning:

69 *A Crime Placing Children at Risk* shall mean any of the following offenses set forth within the
70 Wisconsin Statutes, as amended, or the laws of this or any other state or the federal government,
71 having like elements necessary for conviction, respectively:

72 All offenses where a court has made a determination under Wis. Stat. 973.48, and in particular
73 Wis. Stat. 973.048 (1m) that the underlying conduct was sexually motivated, as defined in §980.01
74 (5), and that it would be in the interest of public protection to have the person report under §301.45,
75 or where there has been a conviction under one of the following offenses:

76 § 940.225(1) First Degree Sexual Assault;

77 § 940.225(2) Second Degree Sexual Assault;

78 § 940.225(3) Third Degree Sexual Assault;

79 § 940.22(2) Sexual Exploitation by Therapist;

80 §940.30 False Imprisonment where victim was a minor and not the offender's child;

81 § 940.31 Kidnapping where victim was minor and not the offender's child;

82 § 944.01 Rape (prior statute);

83 § 944.06 Incest;

84 § 944.10 Sexual Intercourse with a Child (prior statute);

85 § 944.11 Indecent Behavior With a Child (prior statute);

86 § 944.12 Enticing Child for Immoral Purposes (prior statute);

87 § 948.02(1) First Degree Sexual Assault of a Child;

88 § 948.02(2) Second Degree Sexual Assault of a Child;

89 § 948.025 Engaging in Repeated Acts of Sexual Assault of the Same Child;

90 § 948.05 Sexual Exploitation of a Child;

- 91 § 948.055 Causing a Child to View or Listen to Sexual Activity;
- 92 § 948.06 Incest with a Child;
- 93 § 948.07 Child Enticement;
- 94 § 948.075 Use of a Computer to Facilitate a Child Sex Crime;
- 95 § 948.08 Soliciting a Child for Prostitution;
- 96 § 948.085 Sexual Assault of a Child Placed in Substitute Care;
- 97 § 948.09 Sexual Intercourse With a Child Age 16 or Older;
- 98 § 948.095 Sexual Assault of a Student by School Instructional Staff;
- 99 § 948.11(2)(a) or (am) Exposing Child to Harmful Material, felony sections;
- 100 § 948.12 Possession of Child Pornography;
- 101 § 948.13 Convicted Child Sex Offender Working with Children;
- 102 § 948.30 Abduction of Another's Child;
- 103 § 971.17 Not Guilty by Reason of Mental Disease, of an included offense;
- 104 § 975.06 Sex Crimes Law Commitment;
- 105 § 980.01(7) Sexually Violent Persons.
- 106 *Child or children* or Minor means person(s) who have not attained the age of 18 years for purposes
107 of this ordinance.
- 108 *Child Safety Zone* means any real property that supports or upon which there exists any facility
109 used for or that supports a facility such as those facilities listed in Section 3 of this ordinance.
- 110 *Designated Offender* means a person who has been convicted of or has been found delinquent of
111 or has been found not guilty by reason of disease or mental defect of a sexually violent offense
112 and/or a crime against children.
- 113 *Permanent Residence* means a place where the designated offender lodges or resides for 14 or
114 more consecutive days.
- 115 *Property Owner* means an entity or individual who seeks to let or rent any of the real or personal
116 properties described in section 7 of this ordinance which prohibits such letting or rental.
- 117 *Sexually violent offense* shall have the meaning as set forth in Wis. Stat. § 980.01(6), as amended
118 from time to time.

119 *Temporary Residence* means either: (1) a place where the person abides, lodges or resides for a
120 period of 14 or more days in the aggregate during any calendar year and which is not the person's
121 permanent address; or (b) a place where the person routinely abides, lodges or resides for a period
122 of four or more consecutive or nonconsecutive days in any month and which is not the person's
123 permanent residence.

124 3. Prohibited location of residence for designated sex offenders

125 (A) *Residency restrictions.* A Designated Offender shall not establish a residence in any
126 location on a parcel of land which, in whole or in part, is within a radius of five hundred (500) feet
127 of the real property comprising any of the following:

128 (1) A public school as defined in Wis. Stat. § 115.01(1), a private school as defined in Wis. Stat.
129 § 115.001(3), a group home, as defined in Wis. Stat. § 48.02(7), a residential care center for
130 children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis.
131 Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as
132 defined in Wis. Stat. § 48.02(17q) , a day-care center licensed under Wis. Stat. § 48.65, a day-care
133 program established under Wis. Stat. § 120.13(14), a day-care provider certified under Wis. Stat.
134 § 48.651, or a youth center as defined in Wis. Stat. § 961.01(22); and/or

135 (2) Any facility used for:

136 1. A public park, parkway, parkland, park facility;

137 2. A public swimming pool;

138 3. A public library;

139 4. A recreational trail;

140 5. A public playground;

141 6. A school for children;

142 7. Athletic fields used by children;

143 8. A day-care center;

144 9. Any specialized school for children, including, but not limited to, a gymnastics academy, dance
145 academy or music school;

146 10. Aquatic facilities open to the public.

147 The distance shall be measured from the closest boundary line of real property supporting the
148 residence of a person to the closest real property boundary line of the applicable above enumerated
149 uses(s).

150 (B) Child Safety Zone Restriction. A Designated Offender shall not be present in any location
151 on a parcel of land which, in whole or in part, is within a radius of five hundred (500) feet of the
152 real property comprising any Child Safety Zone.

153 This subsection is not intended to limit any persons from exercising their right to assemble or
154 engage in any other constitutionally protected activity. This subsection only applies to Designated
155 Offenders having the requisite intent to impermissibly interact with a child who is within a Child
156 Safety Zone or to induce or lure a child away from a child's location within a Child Safety Zone.

157 4. Exceptions

158 A person does not commit a violation of Section 3 if any of the following numbered subsections
159 apply:

160 (1) The property supporting an enumerated use under Section 3 also supports a church, synagogue,
161 mosque, temple, or other house of religious worship, subject to the following conditions:

162 a. Entrance and presence upon the property occurs only during hours of worship or other religious
163 program/services as posted to the public; and

164 b. Written advance notice is given to the person who is the individual in charge of the property
165 and advance approval is received from the individual in charge of the property as designated by
166 the property regarding the attendance by the Designated Offender ; and

167 c. The Designated Offender shall not participate in any religious education programs which include
168 individuals under the age of 18.

169 (2) The property supporting an enumerated use under section 3 also supports a use lawfully
170 attended by a Designated Offender's natural or adopted child(ren), which child's use reasonably
171 requires the attendance of the Designated Offender as the child's parent upon the property, subject
172 to the following conditions:

173 a. Entrance and presence by the Designated Offender upon the property occurs only during hours
174 of activity related to the use as posted to the public; and

175 b. Written advance notice is given to the individual in charge of the use of the property, and
176 advance approval from an individual in charge of the use of the property as designated by the
177 owner of the property is given, in return, for the attendance by the Designated Offender; and

178 (3) The property surrounding an enumerated use under section 3 also supports a polling location
179 in a local, state or federal election, subject to the following conditions:

180 a. The Designated Offender is eligible to vote;

181 b. The polling place which the Designated Offender seeks to use is an authorized location for the
182 area where the Designated Offender resides.

183 c. The Designated Offender enters the polling place property, proceeds to cast a ballot with
184 whatever usual and customary assistance is provided to any member of the electorate, and the
185 Designated Offender vacates the property immediately after voting; and

186 (4) The location of the presence of the Designated Offender is authorized by that person's
187 conditions of supervision, if on parole.

188 (5) The Designated Offender is required to serve a sentence at a jail, prison, juvenile facility, or
189 other correctional institution or facility located closer to a Child Safety Zone than permitted by
190 this ordinance.

191 (6) The Designated Offender has established a permanent or temporary residence and reported
192 and registered the residence pursuant to Wis. Stat. § 301.45 prior to the effective date of this
193 ordinance.

194 (7) A use enumerated in Section 3 above is located within 500 feet of a permanent or temporary
195 residence of a Designated Offender but was opened after the Designated Offender established the
196 permanent or temporary residence.

197 (8) The Designated Offender is a minor or ward under guardianship.

198 The Village Clerk shall maintain an official map showing locations identified in Section 3 of this
199 ordinance which is attached as Exhibit A and is made a part of this ordinance. Subject to section
200 9. hereafter, the Village Administrator shall cause such map to be updated at least annually to
201 reflect any changes in the location of Child Safety Zones within the Village. Such areas shall be
202 designated on the map as "Child Safety Zones." The map shall be kept in the office of the Village
203 Clerk. In the event of a conflict, the written terms of this ordinance shall control.

204 5. Penalties

205 (a) Notwithstanding the penalty amounts set forth in section 1-4 (a) (1) and (2), a violation of this
206 ordinance shall be subject to forfeiture in the amount of \$1,000.00 for the first offense and \$2,000
207 for the second offense. Each day of each violation shall constitute a separate offense.

208 (b) Violation of this ordinance shall constitute a public nuisance, which, in addition to monetary
209 forfeitures shall be subject to action by the village to abate and enjoin such nuisance.

210 6. Injunctive Relief

211 In addition to seeking the imposition of any penalty otherwise provided by this ordinance, if a
212 person violates any provision of this ordinance, without the benefit of any exception(s) as also set
213 forth herein, the village attorney, may upon referral from the chief of police and the written
214 determination by the chief of police that upon all of the facts and circumstances and the purpose
215 of this ordinance, such residence occupancy or presence within restricted distances, constitutes an
216 activity , use or presence within prohibited distances of Child Safety Zones that conflicts with the
217 enjoyment of life, health, safety of another or others, shall bring an action in the name of the
218 Village in the Circuit Court for Waukesha County to permanently enjoin such residence as a public
219 nuisance.

220 7. Property Owners prohibited from renting real property to sexual offenders

221 It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other
222 conveyance, with the knowledge that it will be used as a permanent residence or temporary
223 residence by any person prohibited from establishing such permanent residence or temporary
224 residence by or on behalf of any Designated Offender in contravention of the terms of this
225 ordinance, if such place, structure or part thereof, manufactured home, trailer, or other conveyance,
226 is located within 500 feet of a Child Safety Zone, which is not currently rented to a Designated
227 Offender. An entity or person letting or renting a place, structure or part thereof, manufactured
228 home, trailer, or other conveyance shall be deemed to have such knowledge if, at least 10 days
229 prior to letting or renting, the sex offender's name appears on the Wisconsin Department of
230 Corrections sex offender registry and the person letting or renting knew the sex offender would be
231 residing at the place, structure or part thereof, manufactured home, trailer, or other conveyance.

232 8. Moratorium

233 The Village hereby declares a Moratorium prohibiting the establishment of a Temporary or
234 Permanent Residence by a Designated Offender within the Village until such time as the saturation
235 level for Designated Offenders in Waukesha County reaches__?????_

236 9. Appeal

237 Provided a Designated Offender or Property Owner is not a defendant in any pending forfeiture or
238 civil action which seeks to enforce this ordinance, such individual may appeal the accuracy of any
239 map promulgated pursuant to this ordinance, interpretation of, or the applicability of any exception
240 under section 4 of this ordinance

241 10. Notification

242 Consistent with state requirements, the state agency working with the Designated Offender must
243 notify the Village of Hartland Police Chief a minimum of 28 days prior to establishing either a
244 permanent residence or temporary residence within the Village of Hartland.

245

246 **SECTION 2:** If any section, sentence, clause, phrase or portion of this ordinance is for any reason
247 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be
248 deemed a separate, distinct and independent provision, and such holding shall not affect the
249 validity of the remainder of such ordinance.

250

251 **SECTION 3:** This ordinance shall take effect and be in full force from and after its passage and
252 publication.

253

Passed and approved this XX day of XXXXXX, 2018.

254

255

VILLAGE OF HARTLAND

256

257

By: _____

258

Jeffrey Pfannerstill, Village President

259 ATTEST:

260 _____

261 Darlene Igl, Village Clerk



September 4, 2018

Village of Hartland
Planning Commission
210 Cottonwood Ave.
Hartland, WI 53029

RE: Ozinga Ready Mix Concrete, Inc.
Hartland Ready Mix Concrete Plant
700 W. Capitol Drive – Hartland, WI

Ozinga Ready Mix Concrete, Inc. respectfully submits herein an operational plan outlining current business aspects of the existing ready mix concrete manufacturing plant located at the above referenced address. The current property is owned by (Meyer Material Company) Lafarge / Holcim. Ozinga Ready Mix Concrete, Inc. has a land lease for the operation of the ready mix concrete plant.

As you are familiar, on August 20, 2018, representatives of Ozinga and (Meyer Material Company) Lafarge / Holcim were present for the Village of Hartland Planning Commission meeting where there was discussion on the sites Conditional Use Plan specifically referencing the activities of the site including hours of operation.

We are appreciative of the feedback from the Village of Hartland Planning Commission and have addressed potential concerns within the business plan attached. In addition, dating back to 1998, the ready-mix plant on site has operated without public concern.

Enclosed you will find information pursuant to the ready-mix business activity of the site.

Should you have any questions, please feel free to contact me at any time at 414-788-6753.

Respectfully,
Ozinga Ready Mix Concrete, Inc.



Justin J. Kratochvil
Regional Manager – Safety / Environmental & Human Resources

Company Overview

Ozinga Ready Mix Concrete, Inc. is a fourth generation, well respected, family owned and operated business since 1928, and are proud to have been identified as a Top 100 Workplace by both the Milwaukee Journal Sentinel and Chicago Tribune!

We have recently expanded and have established a Wisconsin Division with a main office located at 9000 West Chester Street in Milwaukee, WI. Since entering the Wisconsin Division Marketplace in October of 2014 to current day, the Wisconsin Division of Ozinga Ready Mix Concrete, Inc. has hired over 190 Local employees.

Ozinga Ready Mix Concrete is seeking approval for hours of operation for business needs for the Hartland Ready Mix site. The current site provides and delivers ready mix concrete for residential, commercial, civil and municipal projects in the immediate and surrounding area.

Our intention is quite simple. We feel that Ozinga Ready Mix Concrete, Inc. can not only service the demands of the local ready mix concrete market, but also serve as a steward of the community.

For the Ready Mix Concrete Batch plant, Ozinga Ready Mix Concrete, Inc. identifies the following:

Ready Mix Concrete Trucks

- Ozinga currently domicile approximately 8-12 ready mix trucks on site which is supplemented as needed from other Wisconsin plants and optimized pursuant to the demands for the day.

Front End Loader

- One front end loader is on site, necessary for the purpose to load the plant bins.

Aggregates

- Aggregates are supplied from local sources and is brought in by dump trucks and stockpiled for use. As local aggregate pits are limited with hours of operation, most of aggregates are delivered after 6:00 am daily.

Plant Operation

- Hours of operation are politely requested of 4:00 am to 9:00 pm Monday to Friday, with 4:00 am to 5:00 pm Saturday. Sundays or times outside of the hours requested for the ready-mix operation will be made by request of the Village of Hartland.
- Ozinga Ready Mix Concrete, Inc. will comply with all Local, County, State and Federal rules, orders, regulations and ordinances dealing with ready mix operations.

Environmental

- Fuel will be utilized by a current above ground storage tank. These tanks (10,000-gallon AST on road diesel & 500-gallon AST off road diesel) are appropriately permitted and approved by the State of Wisconsin.
- All appropriate permits & site plans (concrete product operations, storm water, spill prevention containment and countermeasures) are in place and maintained.

Noise

- All noise emitted from the site will be reasonably muffled and controlled from the operation. Based on recent decibel readings, noise sound pressure levels at adjacent landowner's property lines should not change to what has existed since the current batch plant established in 1998.

Dust

- Air Pollution control measures will be implemented in accordance to the requirements of the site Conditional Use Plan, including a site control plan specific to the Ready Mix Concrete Operation. Appropriate silo bag houses are in existence and maintained in a functional condition.

Traffic

- Ingress and egress for the plant will be limited from the site to Capitol Drive west to either Hwy 16 or 83, unless local deliveries require the need to travel east on Capitol Drive.
- It is anticipated that total truck traffic will not change based on current activities of the site for the Ready-Mix Plant operation.

With the ability to better serve and control the delivery demands from this site, it also allows Ozinga Ready Mix Concrete, Inc. to contribute to local projects so that they are completed on time, on budget and further enhances our partnership with the local community.

Ozinga Ready Mix
Concrete, Inc.
Wisconsin Division

Hartland Plant
700 W. Capitol Drive
Hartland, WI 53029



OZINGA

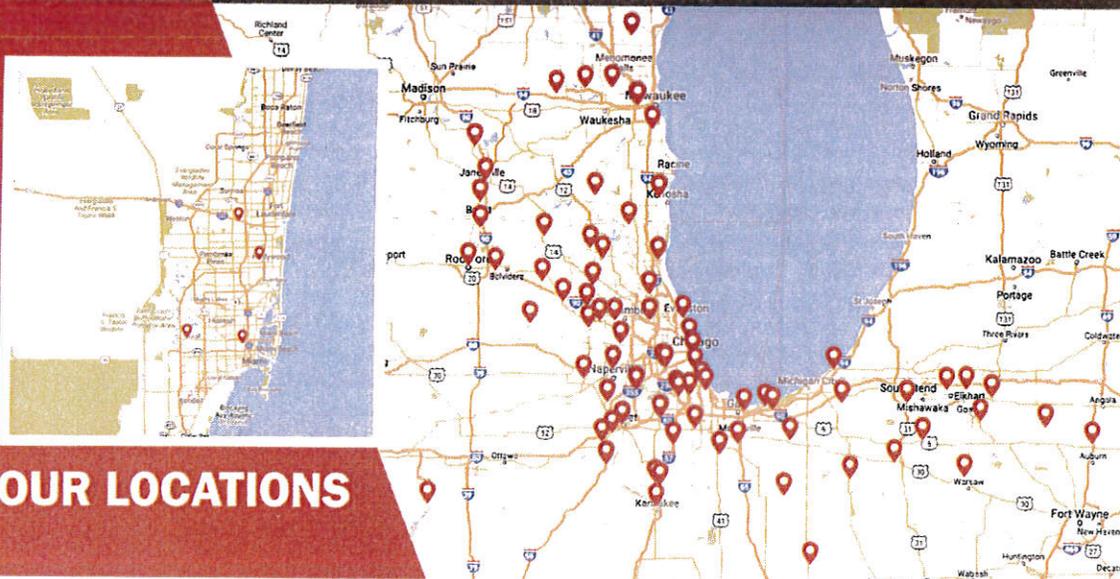
OZINGA®



MARTIN OZINGA
CONCRETE BUILDING MATERIALS CO. INC.

Photo
Evergreen
Park
7225

For the past 90 years, Ozinga has been the strategic building partner helping you grow your business so you can provide for your family, create better jobs, and build your community. Not only do we supply the concrete and building materials you need, but we also offer the right logistics and energy services to get these items to your jobsite. From the Midwest and beyond, we are thankful to be a fourth-generation family owned company that has been your neighbor for 90 years.



OUR LOCATIONS

FROM SIDEWALKS TO HIGH-RISES, WE DO IT ALL

Ozinga provides ready mix concrete to our communities in Illinois, Indiana, Michigan, Wisconsin, and Florida. We're passionate about our concrete and are constantly striving to design better mixes and delivery systems so we can provide the highest degree of customer service and leave a lasting legacy together. We also offer specialized concrete mixes to support just about any application.

- Ready mix
- Sustainable
- High-performance
- Decorative



LET'S GET IT MOVING

We produce and source high-quality materials from hundreds of locations. Our service-focused logistics professionals ensure timely and cost-effective solutions to keep your project or operation running like a clock.

We routinely handle all types of dry bulk commodities – serving construction, industrial, and agricultural markets. Whether by truck, rail, barge, lake freighter, or a combination of these modes, ask us how we can help optimize your bulk material supply chain.

Products

- Stone
- Sand
- Cement
- Gravel
- Slag
- Concrete Blocks
- Recycled Materials

Services

- Portable Crushing
- Material Transportation
- Terminal Services
- Barging & Towing

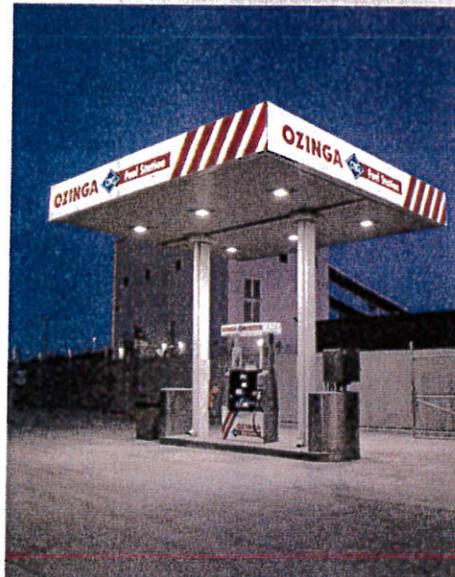


KEEP IT RUNNING

Ozinga knows first-hand how critical the fleet is to your daily business. We have been expanding the use of compressed natural gas since we debuted our first CNG-powered concrete mixer in 2011.

From vehicle repair to fueling, Ozinga Energy can meet any CNG needs your fleet may have. We have expanded our services, built partnerships, and continue to invest in training and education. Our public fueling stations are located throughout the Midwest to service your alternative fuel vehicles.

- Station design and construction
- Parts and equipment sales
- Station and vehicle inspections, repairs, and maintenance
- Fleet and public fuel sales
- Fleet, station, and grant consulting



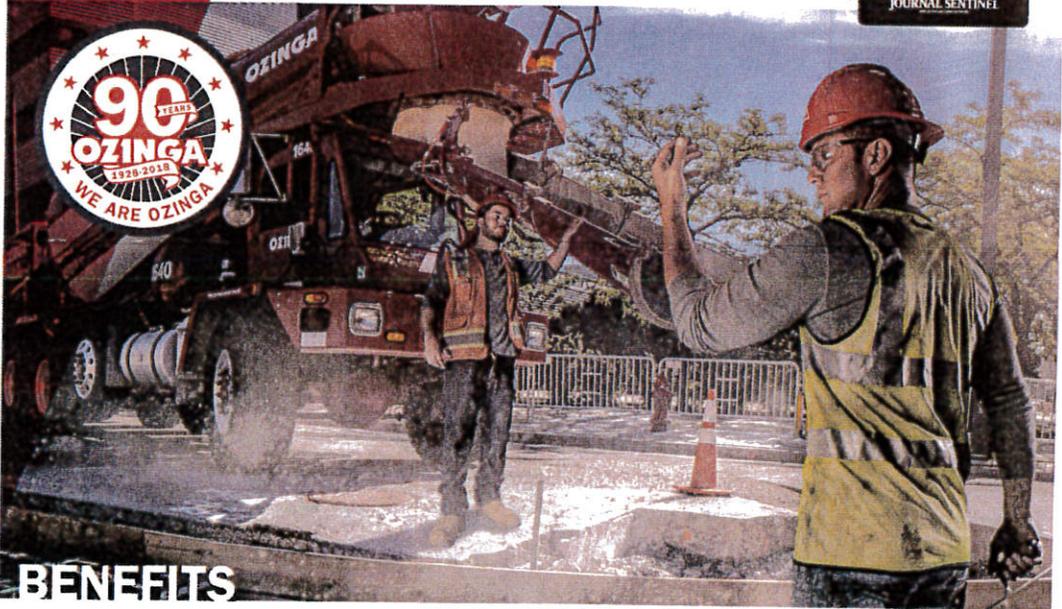


Join the Stripes. **OZINGA**

**YOU WERE
BORN
TO BUILD**

Come join the stripes and be an integral part of our 90-year-old company.

When you work at Ozinga, you experience more than just a job. You earn a rewarding career—one that delivers an incredible opportunity to build something better for yourself, contributes to fostering a better company, and fulfills your desire for challenge and growth.



BENEFITS

- Competitive wages*
- Teamsters Local 200 and Teamsters Local 695 partnership
- 401K with 100% vesting upon qualification*
- Paid vacations and holidays*
- Health and welfare insurance*
- Opportunity for growth
- Varying hours
- Home every night

*Outlined by the Collective Bargaining Agreement

Ozinga is proud to serve Wisconsin and be a part of the growing economy, whether through participating in local Touch-a-Truck events to supplying concrete for residential, commercial, and infrastructure projects, such as IKEA, Muskego Lakes Middle School, Northwest Mutual Tower, or Franklin Middle School.

- A: Beloit
- B: Burlington
- C: Edgerton
- D: Hartland
- E: Jackson
- F: Janesville
- G: Kenosha 49th
- H: Kenosha 46th
- I: Lisbon
- J: Oak Creek/
Materials Sales
- K: Ottawa
- L: West Allis
- M: Office
- N: Stoughton



WHY OZINGA?

FAMILY

Ozinga is a fourth-generation family owned American business that continues to grow as a premier building materials provider. We believe each and every coworker is an extension of our family, and we create an atmosphere focused on respect, encouragement and growth.

WORK/LIFE BALANCE

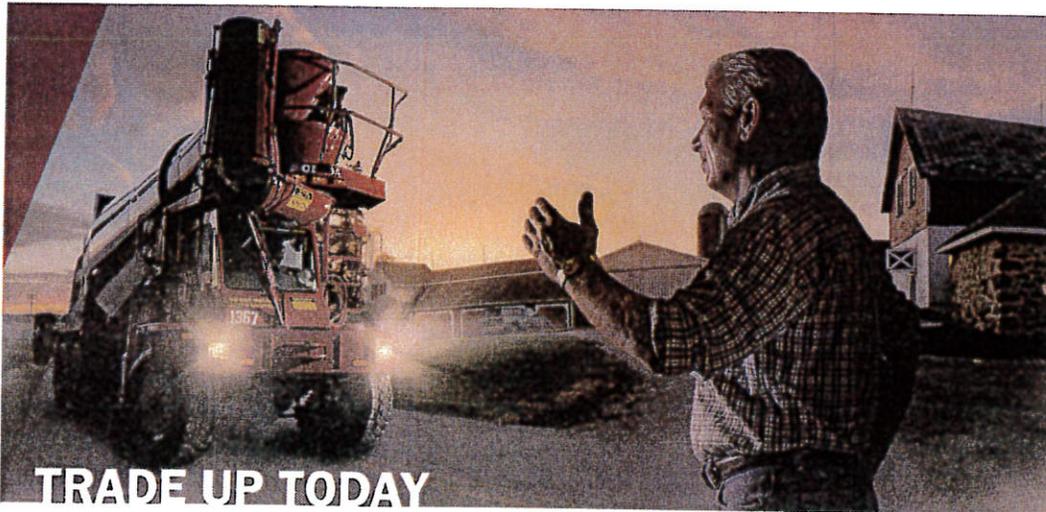
We offer an environment that encourages personal and professional growth and supports your overall career goals.

DEVELOP ADVANCED SKILLS AND KNOWLEDGE

Our values of service, learning and entrepreneurship give you a framework for how to work and foster an environment that allows you to develop advanced skills and deepen your knowledge inside our industries.

INNOVATION AND TECHNOLOGY

Our dispatch centers, technologically outfitted CNG trucks, and inventive product and process ideas put you at the forefront of technology and innovation.



TRADE UP TODAY

VISIT OZINGA.COM/CAREERS AND TRADE UP TO A REWARDING CAREER.

David Cox

From: Scott Hussinger
Sent: Friday, August 10, 2018 9:02 AM
To: David Cox
Subject: FW: Meyer Material - Conditional Use Amendment

Dave – Please see Randi’s request below. Scott.

From: Randi Wille [mailto:rtwille@meyermaterial.com]
Sent: Thursday, August 09, 2018 11:41 AM
To: Scott Hussinger
Subject: Meyer Material - Conditional Use Amendment

Scott - I spoke with my contacts at Ozinga about the changes we discussed. Below is a list of items that should be considered under any amendment to the CUP.

1. Ensure that the CUP is granted not just for the benefit of Meyer Material, but for Ozinga Ready Mix Concrete, Inc. (or any other lessee) as well;
2. During weekdays (i.e. Monday through Friday) we would ask that there not be any hours of operation restrictions; and
3. Saturday’s we could live with a restriction of 4AM to 8PM;
4. Sunday’s we would like to be able to operate on a request basis (or 8 times a year max)

Please let me know your thoughts on these items. I can arrange to have a conference call with all parties if that helps clarify the needs of our tenants.

Thanks in advance for your assistance.

Randi Wille
Regional Manager, Environmental & Land Services, Mid-America Region
Lafarge Aggregates/Meyer Material Company
1300 South Illinois Route 31
South Elgin, IL 60177
Mobile: 847/417-2658
E-Mail: rtwille@meyermaterial.com
www.aggregate-us.com

A member of the LafargeHolcim Group

This e-mail is confidential and intended only for the use of the above named addressee. If you have received this e-mail in error, please delete it immediately and notify us by e-mail or telephone.

ABIGAIL KUSH
MICHAEL G KUSH
901 HIDDEN VALLEY DR APT 12201
ROUND ROCK TX 78665-1499

ALEX LEYKIN
W188S7820 W RACINE AVE
MUSKEGO WI 53150

ALEX WAGNER
4875 EASY ST UNIT 9
HARTLAND WI 53029-1943

ALEXANDER ALLISTER
4887 EASY ST UNIT 10
HARTLAND WI 53029-1942

ALYCIA J WARD
4875 EASY ST UNIT 5
HARTLAND WI 53029-1943

AMANDA K KRIER
4821 EASY ST UNIT 11
HARTLAND WI 53029-1941

AMOL NANDKISHOR AGASHE
4887 EASY ST UNIT 2
HARTLAND WI 53029-1942

ANDREW ZIETLOW
KRISTIN ZIETLOW ET AL
4411 VETTELSON RD
HARTLAND WI 53029

ANTHONY J KLOTZ
KARRIE L KLOTZ
4887 EASY ST UNIT 14
HARTLAND WI 53029

ARLENE A MAYES
4875 EASY ST UNIT 8
HARTLAND WI 53029-1943

ASHLEY E PEIRICK
4887 EASY ST UNIT 6
HARTLAND WI 53029-1942

BADGERLAND INVESTORS LLC
PO BOX 259066
MADISON WI 53725-9066

BENJAMIN MERTENS
4835 EASY ST UNIT 14
HARTLAND WI 53029-1954

BRENT W YUNK
4821 EASY ST UNIT 14
HARTLAND WI 53029

BRIAN J BORKENHAGEN
4835 EASY ST UNIT 2
HARTLAND WI 53029-1954

BRIAN M AND PATRICIA A STIPPICH
2011 LIVING TRUST
4887 EASY ST UNIT 3
HARTLAND WI 53029-1942

BRIAN M GRAY
TINA WESTBERG
618 W CAPITOL DR
HARTLAND WI 53029-1925

BRIANA C BEAIRD
N77W22940 COLDWATER CIR
SUSSEX WI 53089

BRYAN E BAUMAN
1420 BLAZING STAR DM
OCONOMOWOC WI 53066-3552

CALVIN M AKIN
19105 W CAPITOL DR #200
BROOKFIELD WI 53045

CARRIE A SORG
W355S9330 BENNINGTON DR
EAGLE WI 53119-1609

CARRIE HAANSTAD
4863 EASY ST UNIT 3
HARTLAND WI 53029

CECELIA FAUSEL
4887 EASY ST UNIT 16
HARTLAND WI 53029-1942

CHAD D TORKELSON
4821 EASY ST UNIT 6
HARTLAND WI 53029

CLIFFORD R LOKER
4875 EASY ST UNIT 7
HARTLAND WI 53029-1943

COLLEEN K CONDON
4875 EASY ST UNIT 13
HARTLAND WI 53029

DAN AND KIM SCHLISE INC
269 KILLARNEY RD
HARTFORD WI 53027-9739

DANIELLE NICOLE HENRY
4875 EASY ST UNIT 6
HARTLAND WI 53029-1943

DAVID E PICKARD
LINDA S PICKARD
38317 SUNSET DR
OCONOMOWOC WI 53066-9499

DAVID G LASKA
4835 EASY ST UNIT 8
HARTLAND WI 53029

DAVID HADDIX
4887 EASY ST UNIT 9
HARTLAND WI 53029-1942

DAVID M MORRIS
MAEDLINE A MORRIS
4023 CAMPBELL TRCE
HARTLAND WI 53029

DEGROTHY TRUST DATED
SEPTEMBER 11, 2006
4835 EASY ST UNIT 15
HARTLAND WI 53029-1954

DELAFIELD STATION LLC
C/O PHILLIPS EDISON & COMPANY
11501 NORTHLAKE DR
CINCINNATI OH 45249-1669

DEREK J REINKE
STEPHANIE L REINKE
W334N6905 REYNOLDS DR
OCONOMOWOC WI 53066-1429

DONALD R PORTER
4835 EASY ST UNIT 10
HARTLAND WI 53029

DUNKER TRUST
3761 NAGAWICKA SHORE DR
HARTLAND WI 53029

EDITH M HUEVLER
818 RIDGEWAY DR
PEWAUKEE WI 53072-4607

ELLEN J UMENTUM
4863 EASY ST UNIT 2
HARTLAND WI 53029-1953

ERIN J O'BOYLE
4887 EASY ST UNIT 5
HARTLAND WI 53029

ERMINIO G DESTEFANO
ANIELLO DESTEFANO ET AL
4887 EASY ST UNIT 1
HARTLAND WI 53029

FRED SCHWEINERT
LESLIE SCHWEINERT
4835 EASY ST UNIT 16
HARTLAND WI 53029

GEOFFREY C ACKLEY
RUSSELL C ACKLEY
4863 EASY ST UNIT 6
HARTLAND WI 53029

GREGORY L WARREN
JANET E WARREN
4875 EASY ST UNIT 16
HARTLAND WI 53029-1943

HADDIX TRUST
C/O MARK HADDIX
W282N4288 SOMERSET LN
PEWAUKEE WI 53072

HAO LI
17320 BARD LN
BROOKFIELD WI 53045-1251

ILLINOIS CEMENT CO
PO BOX 442
LA SALLE IL 61301

J SWEET TOWNE LLC
2520 WITZEL AVE #226
OSHKOSH WI 54904-6436

JACOB P MAYENSCHIEIN
4875 EASY ST UNIT 10
HARTLAND WI 53029-1943

JEAN M LYONS
4863 EASY ST UNIT 1
HARTLAND WI 53029

JOHN TOPPING
C M TOPPING
4315 CAMPBELL TRACE
HARTLAND WI 53029

JOSHUA D DAVENPORT
ANDREA K DAVENPORT
4835 EASY ST UNIT 6
HARTLAND WI 53029

JSO PROPERTIES LLC
614 W CAPITOL DR
HARTLAND WI 53029

KAREN M WAGNER
4863 EASY ST
HARTLAND WI 53029-1953

KELLY L SCHIEBER
4821 EASY ST UNIT 4
HARTLAND WI 53029

KIMBERLY A TESSMAN
4875 EASY ST UNIT 11
HARTLAND WI 53029-1943

KINNEY PROPERTIES INC
7051 LEANNE CT
HARTLAND WI 53029

KYLE A NIGL
4821 EASY ST UNIT 10
HARTLAND WI 53029-1941

LAURIE HILL
4835 EASY ST UNIT 12
HARTLAND WI 53029-1954

LINDA C BEASTER
4835 EASY ST UNIT 5
HARTLAND WI 53029

MADLINE L DUERO
4835 EASY ST UNIT 3
HARTLAND WI 53029-1954

MATTHEW J FRANCOIS
4875 EASY ST UNIT 15
HARTLAND WI 53029

MATTHEW W KLEWER
1541 SILVERSTONE TRL APT 8
DE PERE WI 54115-8218

MELVIN L KIRSCH
ANDREW D KIRSCH
1424 WILDERNESS TRL
DELAFIELD WI 53018

MEYER MATERIAL COMPANY
1300 S IL ROUTE 31
SOUTH ELGIN IL 60177-9724

MICHAEL H SYLVESTER
BARBARA J SYLVESTER
4821 EASY ST UNIT 8
HARTLAND WI 53029-1941

MICHAEL L SCHMIDT
4821 EASY ST UNIT 7
HARTLAND WI 53029

MYRON W COONS SR
SUSAN J COONS
4863 EASY ST UNIT 5
HARTLAND WI 53029

NATHAN LEROY
4887 EASY ST UNIT 7
HARTLAND WI 53029-1942

NATHAN T GROTH
4835 EASY ST UNIT 4
HARTLAND WI 53029

PENNY L NEULRICH
4835 EASY ST UNIT 1
HARTLAND WI 53029-1954

PREMIER HARTLAND LLC
3120 GATEWAY RD
BROOKFIELD WI 53045-5112

RICHARD D HANSON
4835 EASY ST UNIT 13
HARTLAND WI 53029

SALLY DOYLE
4875 EASY ST UNIT 4
HARTLAND WI 53029-1943

SAMANTHA R TIETGEN
4875 EASY ST UNIT 3
HARTLAND WI 53029-1943

SAMUEL EICKMEYER
4821 EASY ST UNIT 16
HARTLAND WI 53029-1941

SARAH J HANSEN
4821 EASY ST UNIT 9
HARTLAND WI 53029

SHANNON ROBBINS
CHRISTINE JANSSEN
4863 EASY ST UNIT 4
HARTLAND WI 53029-1953

SHARON K SIME
4887 EASY ST UNIT 8
HARTLAND WI 53029

SJOBERG COMMERCIAL PROPERTIES
LLC
535 INDUSTRIAL DR
HARTLAND WI 53029-2323

STEVEN KELLER
4821 EASY ST UNIT 13
HARTLAND WI 53029-1941

STEWART R COUILLARD
SUSAN M COUILLARD
636 W CAPITOL DR
HARTLAND WI 53029-1925

SUSAN M HUBATCH
4863 EASY ST UNIT 8
HARTLAND WI 53029-1953

COUNTRY AIRE APARTMENTS
PO BOX 180560
DELAFIELD WI 53018-0560

THOMAS D ACKERMAN
4875 EASY ST UNIT 12
HARTLAND WI 53029-1943

THOMAS J GUSTAVSON JR
4875 EASY ST UNIT 14
HARTLAND WI 53029

TRAVIS F TANNIS
4887 EASY ST UNIT 4
HARTLAND WI 53029-1942

VINOD ASHOK RAJE
4821 EASY ST UNIT 15
HARTLAND WI 53029-1941

WILLIAM J BEIMLING
4821 EASY ST UNIT 1
HARTLAND WI 53029

WILLIAM J MCWILLIAMS JR
KRYSTAL KRIENITZ
630 W CAPITOL DRIVE
HARTLAND WI 53029

ADMENDED
CONDITIONAL USE PERMIT
[Meyer Material/Lafarge Aggregates
700 W Capitol Dr]

Document Number

THIS CONDITIONAL USE PERMIT, originally granted on July 23, 2018, is hereby amended and granted this 24th day of September, 2018, by the Village of Hartland (hereinafter Village) to Meyer Material Company/Lafarge Aggregates Illinois, Inc. (hereinafter “Grantee”) for the operation of **an aggregate plant, the operation of a temporary facility for the washing, refining or processing of rock, slate, gravel, sand and minerals and other related existing uses on the property under the general category of aggregate and ready mix plants** at the property located at 700 W Capitol Drive.

RECITALS

WHEREAS, Grantee has applied for a conditional use permit (the “CUP”) pursuant to Sections 46-847 of the Village of Hartland Code of Ordinances for the operation of an aggregate plant and temporary crushing facility at the property located at 700 W Capitol Drive, Hartland, Wisconsin, (the “Property”) more specifically described as:

Tax Key Nos. HAV 0730.985 and HAV 0730.987
Legal Description: See attached Exhibit A
Owned by Meyer Material Company
1300 S IL Route 31
South Elgin, IL 60177

WHEREAS, the Property is located in the Q-1 Zoning District; and

WHEREAS, Section 46-624 of the Village of Hartland Code of Ordinances provides that aggregate and ready mix plants in the Q-1 District are conditional uses; and

WHEREAS, it has been determined that aggregate plants, the operation of a temporary facility for the washing, refining or processing of rock, slate, gravel, sand and minerals and other related existing uses on the property are uses under the general category of aggregate and ready mix plants in the Q-1 District and are, therefore, a conditional use; and

Recording Area

Drafted By and Return Address
David Cox
Village of Hartland
210 Cottonwood Ave.
Hartland, WI 53029

Parcel Identification Number

HAV 0730.985
HAV 0730.987

WHEREAS, Applicant has submitted all information as required under Section 46-847 of the Village of Hartland Code of Ordinances and the Plan of Operation for the existing and expanded facility along with any clarifications attached hereto as Exhibit B; and

WHEREAS, the Village Plan Commission reviewed the subject CUP application and Plan of Operation for the existing and proposed facility and held a Public Hearing on July 16, 2018 pursuant to Section 46-848 of the Village of Hartland Code of Ordinances and recommended the following conditions of approval necessary to fulfill the purpose and intent of the Village Code of Ordinances:

1. Operation of the aggregate plant, temporary facility for the washing, refining or processing of rock, slate, gravel, sand and minerals and other related uses including vehicle storage and office operations related to a utility contractor shall be consistent with the applicant's submissions and statements at public meetings except as modified by this Conditional Use Permit or directives of the Plan Commission or Village Board,
2. The crushing of spoil concrete and related materials that existed on the site as of the date of this Conditional Use Permit is authorized until May 31, 2019 for the hours of 7:00am to 4:00pm local time, Monday through Friday. No outside material shall be brought to the site to be processed in the crushing activity,
3. Shipping of crushed material may continue until such time as the materials processed under paragraph 3 above have been removed from the site,
4. No other uses shall be authorized in connection with this Conditional Use Permit,
5. All commercial traffic to or from the site shall access the site via W Capitol Drive directly to/from STH 83 only and no such vehicles shall approach or depart from the property east on W Capitol Drive or west on Vettelson Road other than for local deliveries,
6. Hours for receiving and shipping of products shall not exceed 6:00am to 10:00pm local time,
7. Any lighting associated with the operation shall be downcast type and shall be zero (0) foot-candles at the property line and such lighting shall be extinguished when operations for that day have ceased,
8. Employee parking related to the authorized use shall occur only in marked parking spaces on the site,
9. Noise and lighting related to the operation shall be maintained within standards identified in the Village Code,
10. A dust control systems and methodology shall be maintained on the site to ensure that products processed on the site and other dust from roadways or traffic areas do not become airborne,
11. No logos or branding nor other signage installed or modified on the site without appropriate approval from the Village,
12. Maintain facilities for the collection of trash and ensure that trash is contained within the site and no accumulations of trash occur on the site; and

WHEREAS, the Village Board of Trustees has considered the Plan Commission's recommendations and has determined that the proposed conditional use is in accordance with the purpose and intent of Chapter 46 of the Village Code of Ordinances and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.

NOW THEREFORE, the Village Board of Trustees hereby approves the issuance of this conditional use permit to Meyer Material Company/Lafarge Aggregates, 1300 S IL Route 31 South Elgin, Illinois, 60177, for the operation of an aggregate plant, the operation of a temporary facility for the washing, refining or processing of rock, slate, gravel, sand and minerals and other related existing uses on the property are uses under the general category of aggregate and ready mix plants at the Property, which conditional use permit shall be subject to the following conditions:

1. The conditional use permit granted hereunder is for the sole benefit of Meyer Material Company/Lafarge Aggregates and is not assignable.
2. The business activities permitted hereunder are limited to the aggregate plant, the operation of a temporary facility for the washing, refining or processing of rock, slate, gravel, sand and minerals and other related uses.
3. All business activities conducted on the Property shall conform to this CUP and the approved Plan of Operation and the Village of Hartland Code of Ordinances. The approved Plan of Operation is attached hereto and incorporated herein.
4. The foregoing recommended conditions of the Plan Commission are hereby included by reference as if set forth herein.
5. Changes subsequent to the initial issuance of this CUP shall require an amendment to this CUP.
6. This CUP shall terminate, in whole or in part, upon the occurrence of any of the following:
 - a. Upon Grantee failing to conduct business at the Property in substantial conformity with this CUP or the approved Plan of Operation; or
 - b. Upon the cessation of the operations permitted under this CUP; or
 - c. Upon revocation in accordance with the Village Code.
7. The operations allowed under this Conditional Use Permit may, at the Village's discretion and upon 90-day notice to the Grantee, be reviewed by the Village at any time to ascertain whether all conditions of this Conditional Use Permit are being met.
8. Notwithstanding the forgoing, this CUP is issued to Meyer Material Company/Lafarge Aggregates and shall expire or terminate as indicated above in paragraph 6 including cessation of operation by Meyer Material Company/Lafarge Aggregates.

This conditional use permit is hereby issued this 24th day of July, 2018 subject to the conditions provided herein and shall supersede and replace any previous Conditional Use Permits issued to Meyer Material Company/Lafarge Aggregates at this Property.

VILLAGE OF HARTLAND

Jeffery Pfannerstill, Village President

[VILLAGE SEAL]

Darlene Igl, MMC/WCPC, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION HAV 0730985

PT NW1/4 SEC 3 T7N R18E COM INTERSEC WATERTOWN PLANK RD WITH W LI SEC 3 N ON SEC LI TO SW COR THIEL PROPERTY E TO SE COR THIEL PROPERTY S TO SW COR BLODGETT PROPERTY E TO W LI HANSEN PROPERTY S TO PLANK RD W TO BGN EX VOL 130/255 DEEDS EX VOL 262/613 DEEDS EX R79/579 ALSO COM 734.5 FT S & 1525.2 FT W OF N1/4 COR S 672.1 FT S76°27'W 315.9 FT N 748.5 FT E 306.6 FT TO BGN DOC# 2737667

LEGAL DESCRIPTION HAV 0730987

PT NW1/4 SEC 3 T7N R18E COM 705.37 FT W OF N1/4 POST W 819.53 FT S0°23'W 1118.17 FT N88°21'E 466.6 FT S0°47'W 234 FT N75°51'E 90.5 FT N65°44'E 281.9 FT N0°54'E 1200.91 FT TO BGN ALSO COM 1054 FT W 1104.26 FT S OF N1/4 POST S88°18'W 468.2 FT S 420.4 FT N74°42'E 325.19 FT N3°W 111.4 FT N87°E 124.3 FT N3°W 29.5 FT E 36 FT N 210.24 FT TO BGN ALSO COM 165 FT W OF N1/4 COR S 950 FT S60°15'W 610 FT N 1201 FT E 540 FT TO BGN EX VOL 181/108 DEEDS EX VOL 1210/246 DEEDS DOC# 2737667

EXHIBIT B

PLAN OF OPERATION AND CLARIFICATIONS

CONDITIONAL USE PERMIT
[Ozinga Ready Mix Concrete, Inc.
700 W Capitol Dr]

Document Number

THIS CONDITIONAL USE PERMIT, originally granted on July 23, 2018, is hereby amended and granted this 24th day of September, 2018, by the Village of Hartland (hereinafter Village) to Ozinga Ready Mix Concrete, Inc. (hereinafter “Grantee”) for the operation of **a ready-mix plant on the property under the general category of aggregate and ready mix plants** at the property located at 700 W Capitol Drive.

RECITALS

WHEREAS, Grantee has applied for a conditional use permit (the “CUP”) pursuant to Sections 46-847 of the Village of Hartland Code of Ordinances for the operation of an aggregate and ready-mix plant at the property located at 700 W Capitol Drive, Hartland, Wisconsin, (the “Property”) more specifically described as:

Tax Key Nos. HAV 0730.985 and HAV 0730.987
Legal Description: See attached Exhibit A
Owned by Meyer Material Company
1300 S IL Route 31
South Elgin, IL 60177

Recording Area

Drafted By and Return Address
David Cox
Village of Hartland
210 Cottonwood Ave.
Hartland, WI 53029

Parcel Identification Number

HAV 0730.985
HAV 0730.987

WHEREAS, the Property is located in the Q-1 Zoning District; and

WHEREAS, Section 46-624 of the Village of Hartland Code of Ordinances provides that aggregate and ready mix plants in the Q-1 District are conditional uses; and

WHEREAS, it has been determined that the ready-mix plant on the property is a uses under the general category of aggregate and ready mix plants in the Q-1 District and is, therefore, a conditional use; and

WHEREAS, Applicant has submitted all information as required under Section 46-847 of the Village of Hartland Code of Ordinances and the Plan of Operation for the facility along with any clarifications attached hereto as Exhibit B; and

WHEREAS, the Village Plan Commission reviewed the subject CUP application and Plan of Operation for the facility and held a Public Hearing on September 17, 2018 pursuant to

Section 46-848 of the Village of Hartland Code of Ordinances and recommended the following conditions of approval necessary to fulfill the purpose and intent of the Village Code of Ordinances:

1. Operation of the aggregate and ready-mix plant shall be consistent with the applicant's submissions and statements at public meetings except as modified by this Conditional Use Permit or directives of the Plan Commission or Village Board,
2. Operation of the ready mix facility may continue in a manner substantially similar to the operation as they existed on the date of this Conditional Use Permit and as defined herein,
3. No other uses shall be authorized in connection with this Conditional Use Permit,
4. Hours of operation for the Ready Mix facility shall not exceed 4:00am to 9:00pm local time Mondays through Fridays and 4:00am to 5:00pm local time on Saturdays with operation on Sundays only permitted in accordance with Condition #12 below,
5. All commercial traffic to or from the site shall access the site via W Capitol Drive directly to/from STH 83 only and no such vehicles shall approach or depart from the property east on W Capitol Drive or west on Vettelson Road other than for local deliveries,
6. Any lighting associated with the operation shall be downcast type and shall be zero (0) foot-candles at the property line and such lighting shall be extinguished when operations for that day have ceased,
7. Employee parking related to the authorized use shall occur only in marked parking spaces on the site,
8. Noise and lighting related to the operation shall be maintained within standards identified in the Village Code,
9. A dust control systems and methodology shall be maintained on the site to ensure that products processed on the site and other dust from roadways or traffic areas do not become airborne,
10. No logos or branding nor other signage installed or modified on the site without appropriate approval from the Village,
11. Maintain facilities for the collection of trash and ensure that trash is contained within the site and no accumulations of trash occur on the site,
12. In the event of an emergency or other unanticipated situation, which may cause a need for the facility permitted under this CUP to operate additional hours as identified in Condition #4 above, a temporary expansion of these provisions may be authorized by the Village Administrator, or his designee, for a period not to exceed one week; and

WHEREAS, the Village Board of Trustees has considered the Plan Commission's recommendations and has determined that the proposed conditional use is in accordance with the purpose and intent of Chapter 46 of the Village Code of Ordinances and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.

NOW THEREFORE, the Village Board of Trustees hereby approves the issuance of this conditional use permit to Ozinga Ready Mix Concrete, Inc., 9000 West Chester Street, Suite 350 Milwaukee, Wisconsin, 53214, for the operation of a ready-mix plant under the general category of aggregate and ready mix plants at the Property, which conditional use permit shall be subject to the following conditions:

1. The conditional use permit granted hereunder is for the sole benefit of Ozinga Ready Mix Concrete, Inc. and is not assignable.
2. The business activities permitted hereunder are limited to the ready-mix plant and other related activities.
3. All business activities conducted on the Property shall conform to this CUP and the approved Plan of Operation and the Village of Hartland Code of Ordinances. The approved Plan of Operation is attached hereto and incorporated herein.
4. The foregoing recommended conditions of the Plan Commission are hereby included by reference as if set forth herein.
5. Changes subsequent to the initial issuance of this CUP shall require an amendment to this CUP.
6. This CUP shall terminate, in whole or in part, upon the occurrence of any of the following:
 - a. Upon Grantee failing to conduct business at the Property in substantial conformity with this CUP or the approved Plan of Operation; or
 - b. Upon the cessation of the operations permitted under this CUP; or
 - c. Upon revocation in accordance with the Village Code.
7. The operations allowed under this Conditional Use Permit may, at the Village's discretion and upon 90-day notice to the Grantee, be reviewed by the Village at any time to ascertain whether all conditions of this Conditional Use Permit are being met and to determine whether the conditions should be modified based on impacts to the neighborhood and community.
8. Notwithstanding the forgoing, this CUP is issued to Ozinga Ready Mix Concrete, Inc. and shall expire or terminate as indicated above in paragraph 6 including cessation of operation by Ozinga Ready Mix Concrete, Inc.

This conditional use permit is hereby issued this 24th day of September, 2018 subject to the conditions provided herein.

[SIGNATURES FOLLOW]

VILLAGE OF HARTLAND

Jeffery Pfannerstill, Village President

[VILLAGE SEAL]

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION HAV 0730985

PT NW1/4 SEC 3 T7N R18E COM INTERSEC WATERTOWN PLANK RD WITH W LI SEC 3 N ON SEC LI TO SW COR THIEL PROPERTY E TO SE COR THIEL PROPERTY S TO SW COR BLODGETT PROPERTY E TO W LI HANSEN PROPERTY S TO PLANK RD W TO BGN EX VOL 130/255 DEEDS EX VOL 262/613 DEEDS EX R79/579 ALSO COM 734.5 FT S & 1525.2 FT W OF N1/4 COR S 672.1 FT S76°27'W 315.9 FT N 748.5 FT E 306.6 FT TO BGN DOC# 2737667

LEGAL DESCRIPTION HAV 0730987

PT NW1/4 SEC 3 T7N R18E COM 705.37 FT W OF N1/4 POST W 819.53 FT S0°23'W 1118.17 FT N88°21'E 466.6 FT S0°47'W 234 FT N75°51'E 90.5 FT N65°44'E 281.9 FT N0°54'E 1200.91 FT TO BGN ALSO COM 1054 FT W 1104.26 FT S OF N1/4 POST S88°18'W 468.2 FT S 420.4 FT N74°42'E 325.19 FT N3°W 111.4 FT N87°E 124.3 FT N3°W 29.5 FT E 36 FT N 210.24 FT TO BGN ALSO COM 165 FT W OF N1/4 COR S 950 FT S60°15'W 610 FT N 1201 FT E 540 FT TO BGN EX VOL 181/108 DEEDS EX VOL 1210/246 DEEDS DOC# 2737667

EXHIBIT B

PLAN OF OPERATION AND CLARIFICATIONS

Pd \$300⁰⁰ 8/24/18
Rcpt 198184



**APPLICATION FOR
PLAN COMMISSION**

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description Expand Existing Parking Area			
Proposed Use Additional Parking Spaces		No. of Employees	
Project Location 550 S Industrial Dr Hartland WI			
Project Name ABC Supply Parking Lot Expansion			
Owner ABC Supply		Phone	
Address 550 S Industrial Dr		City Hartland	State WI Zip 53029
Engineer/Architect Poblocki Paving		Phone 414-476-9130	FAX
Address 525 s 116th st		City west allis	State Wi Zip 53214
Contact Person Greg Kastenholz	Phone 4143227691	FAX	E-mail gkastenholz@poblockipaving.com

Tom Fendryk 414-349-8371

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.

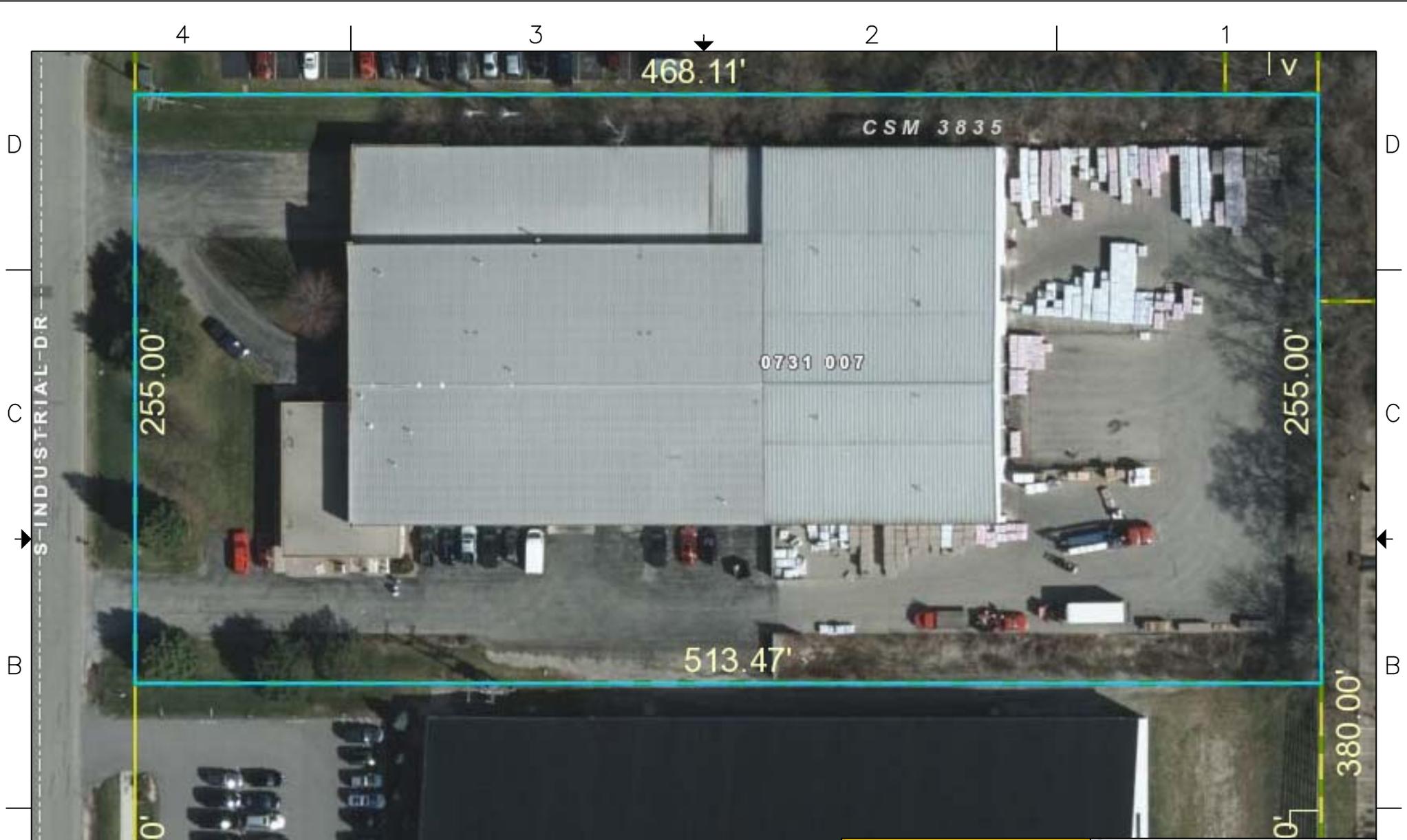
Applications that include site plans must depict the following existing and proposed information:

- 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: 8/24/18	Date of Meeting:	Return Comments by:
------------------------------	------------------	---------------------



Existing Conditions:

Existing Impervious Pavement - 48,033 SF
 Existing Green Space - 35,168 SF
 Existing Building - 47,560 SF
 Total Lot Size - 130,761 SF

Proposed New Pavement Areas - 7,203 SF

POBLOCKI PAVING CORP.				COMPANY: ABC Supply			
				ADDRESS: 550 S Industrial Dr Hartland, WI			
Phone: (414) 476-9130 Fax: (414) 476-9132 Website: WWW.POBLOCKIPAVING.COM Email: INFO@POBLOCKIPAVING.COM				CONTACT INFORMATION:		Phone: (000) 000-0000	
				Name		Fax: (000) 000-0000	
DRAWN BY: Vincent Davies		DATE: 9/5/2018		DRAWING: 1 of 1		SALESMAN: Greg Kastenholz	
File Name: Name							
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A

A

4

3

2

1



Site/Drainage Plan:

- Re-Paving/Expansion Areas
- Re-Pave Approach
- New Concrete Curb (3 Flumes)
- Silt Fence
- X
 Straw Wattle
- Water Flow

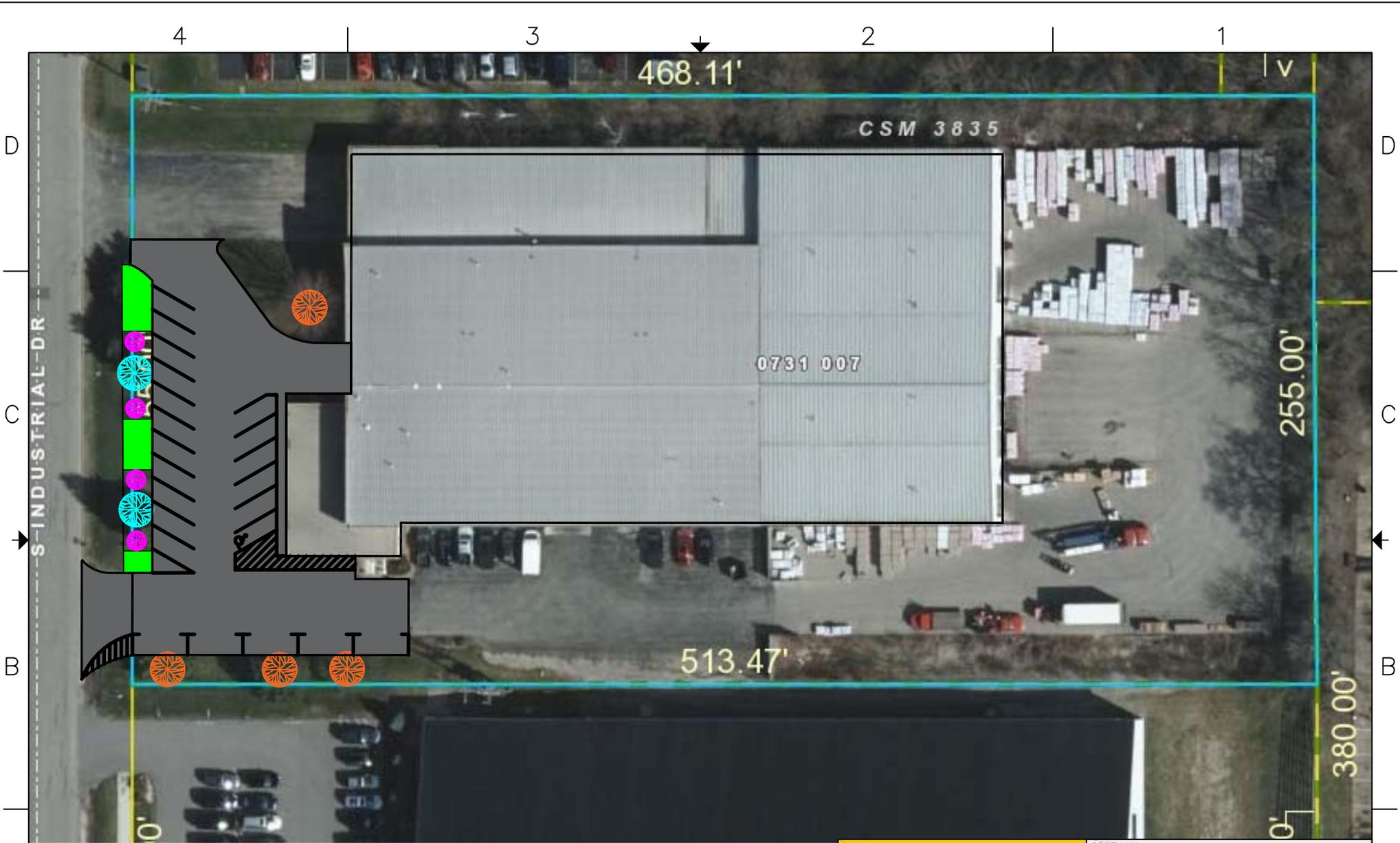
**POBLOCKI
PAVING CORP.**

525 South 116th Street
West Allis, Wisconsin 53214

Phone: (414) 476-9130 Fax: (414) 476-9132
 Website: WWW.POBLOCKIPAVING.COM
 Email: INFO@POBLOCKIPAVING.COM

COMPANY: ABC Supply			
ADDRESS: 550 S Industrial Dr Hartland, WI			
CONTACT INFORMATION:		Phone: (000) 000-0000	
Name		Fax: (000) 000-0000	
Name		Email: email	
DRAWN BY: Vincent Davies	DATE: 9/10/2018	DRAWING: 1 of 1	SALESMAN: Greg Kastenholz
File Name: Name			

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Landscape Plan:

- Existing Trees to Remain (West of Building)
- New Spirea (4)
- New Evergreen Trees (2)
- New Tall Grass

**POBLOCKI
PAVING CORP.**

525 South 116th Street
West Allis, Wisconsin 53214
Phone: (414) 476-9130 Fax: (414) 476-9132
Website: WWW.POBLOCKIPAVING.COM
Email: INFO@POBLOCKIPAVING.COM

COMPANY: ABC Supply			
ADDRESS: 550 S Industrial Dr Hartland, WI			
CONTACT INFORMATION:		Phone: (000) 000-0000	Fax: (000) 000-0000
Name		Email: email	
DRAWN BY: Vincent Davies	DATE: 9/5/2018	DRAWING: 1 of 1	SALESMAN: Greg Kastenholz
File Name: Name			

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Landscape Restoration Detail

PROPERTY LINE

TOP 4" OF
TOPSOIL

NEW PAVEMENT

CRUSHED
AGGREGATE
STONE BASE

SUBGRADE

**POBLOCKI
PAVING CORP.**
525 South 116th Street
West Allis, Wisconsin 53214

COMPANY:
ABC Supply

ADDRESS:
550 S Industrial Dr
Hartland, WI

CONTACT INFORMATION:
Name _____

Phone: (000) 000-0000
Fax: (000) 000-0000
Email: _____

Phone: (414) 476-9130 Fax: (414) 476-9132
Website: WWW.POBLOCKIPAVING.COM
Email: INFO@POBLOCKIPAVING.COM

DRAWN BY:
Vincent Davies

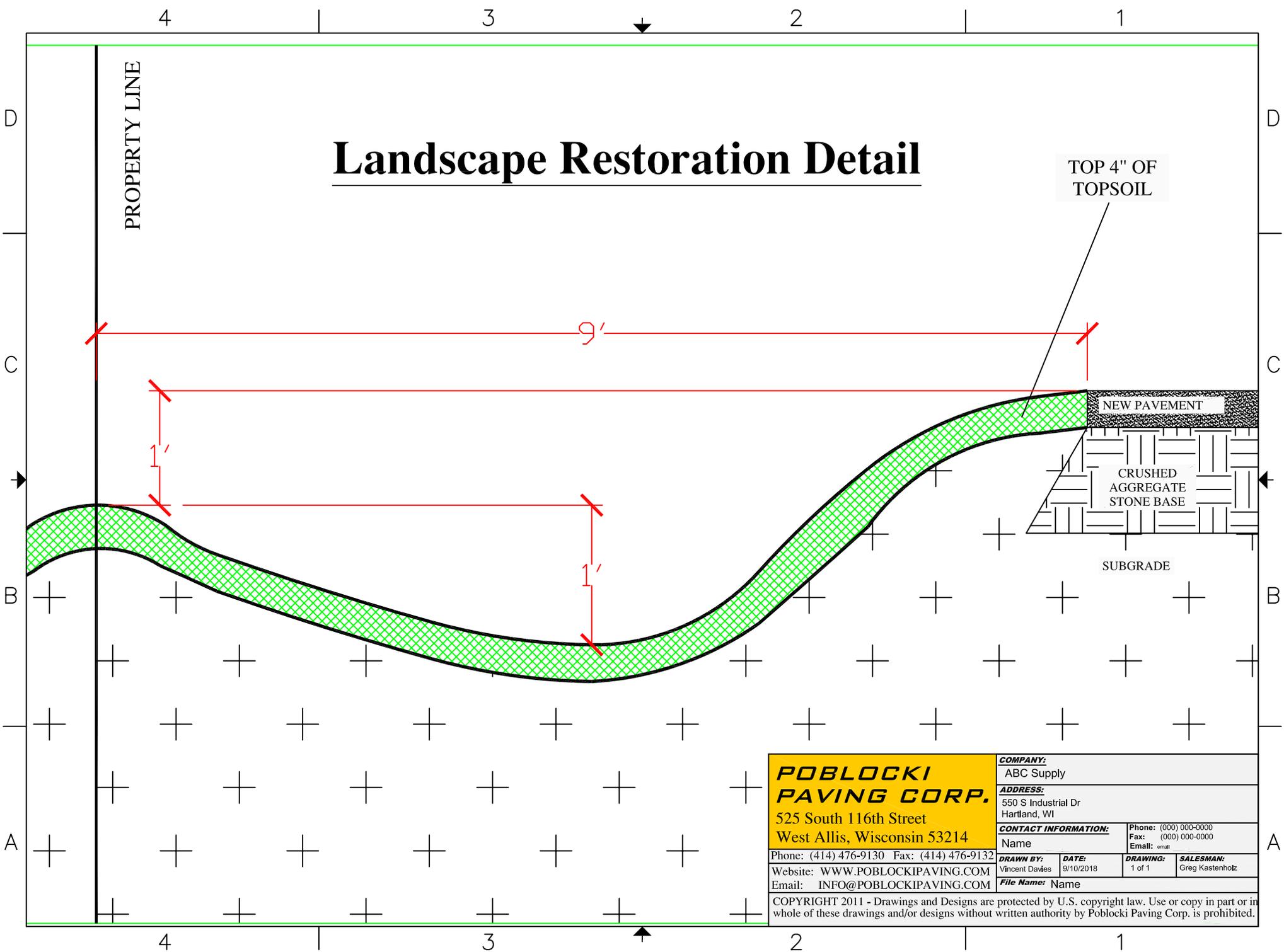
DATE:
9/10/2018

DRAWING:
1 of 1

SALESMAN:
Greg Kastenholz

File Name: Name _____

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ADV LLC
1000 S IMPERIAL DR
HARTLAND WI 53029-2736

BADGERLAND INVESTORS LLC
PO BOX 259066
MADISON WI 53725-9066

BUSKE FAMILY LIMITED PARTNERSHIP
PO BOX 116
HARTLAND WI 53029-0116

FIRST BANK FINANCIAL CENTRE
C/O ACCOUNTS PAYABLE
155 W WISCONSIN AVE
OCONOMOWOC WI 53066

GARDENBOV LLC
13205 W VAN NORMAN AVE
NEW BERLIN WI 53151

HERAEUS ELECTRO-NITE CO LLC
RICHARD A FALK
541 S INDUSTRIAL DR
HARTLAND WI 53029-2323

HM INVESTMENT PARTNERS LLC
581 S INDUSTRIAL DR
HARTLAND WI 53029

JAMES ORDWAY
KRISTIN ORDWAY
N45W29221 FORSETH DR
HARTLAND WI 53029

JOHN GEBHARD
TRUDY GEBHARD
N56W28754 CTH K
HARTLAND WI 53029

LAKE COUNTRY RACQUET & ATHLETIC
560 INDUSTRIAL DR
PO BOX 76
HARTLAND WI 53029

LAUDERMILK 710 LLC
710 CARDINAL LN
HARTLAND WI 53029

LINDSAY REAL ESTATE HOLDINGS LLC
2222 N 111TH ST
OMAHA NE 68164-3817

MIDWEST SHRC LLC
1412 HIDDEN FIELDS DR
WEST BEND WI 53095-4570

MISALICO LLC
1204 PILGRIM RD
PLYMOUTH WI 53073-4977

MWE LLC
520 INDUSTRIAL DR
HARTLAND WI 53029-2324

S&M RABAY LLC
550 PROGRESS DR
HARTLAND WI 53029-2304

SCI INVESTMENT HOLDINGS LLC
540 PROGRESS DR
HARTLAND WI 53029-2304

SJAMB LLC
PSI HOLDINGS LLC
535 S INDUSTRIAL DR
HARTLAND WI 53029-2323

SJOBERG COMMERCIAL PROPERTIES
535 INDUSTRIAL DR
HARTLAND WI 53029-2323

SUPERIOR OF WISCONSIN INC
EXPERT DISPOSAL SERVICE INC
PO BOX 168
HARTLAND WI 53029-0168

TOLLEFSEN ENTERPRISES LLC
N23W23838 TALON CT
WAUKESHA WI 53188-1829

TROMPLER PROPERTIES LLC
580 S INDUSTRIAL DR
HARTLAND WI 53029-2357

VIRGINIA A SCHREIB AMENDED &
RESTATED TRUST
S87W29868 LEPPIN CT
MUKWONAGO WI 53149-8620



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", is written over a light blue circular stamp.

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

N27W24025 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'

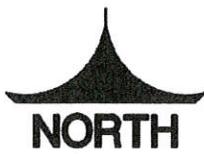
33.01
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

S89°09'28"W

1313.71

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

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



SCALE: 1" = 200'



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:



[X] 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

Table with 2 columns: Date, Fee Paid; Date Filed, Receipt No. (198205)

1. 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

2. Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").

3. 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

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

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)

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.)

UNPLATTED LANDS

SOUTHERN
OAK DR.

MARY HILL SUBDIVISION

N00°25'53"E

1287.24

1320.25

PRIVATE DRIVE

S89°09'28"W

1313.76

33'

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

NORTH
SCALE: 1" = 200'



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:

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

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

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**

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**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 be 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.

23. INTENTIONALLY LEFT BLANK

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.**

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**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

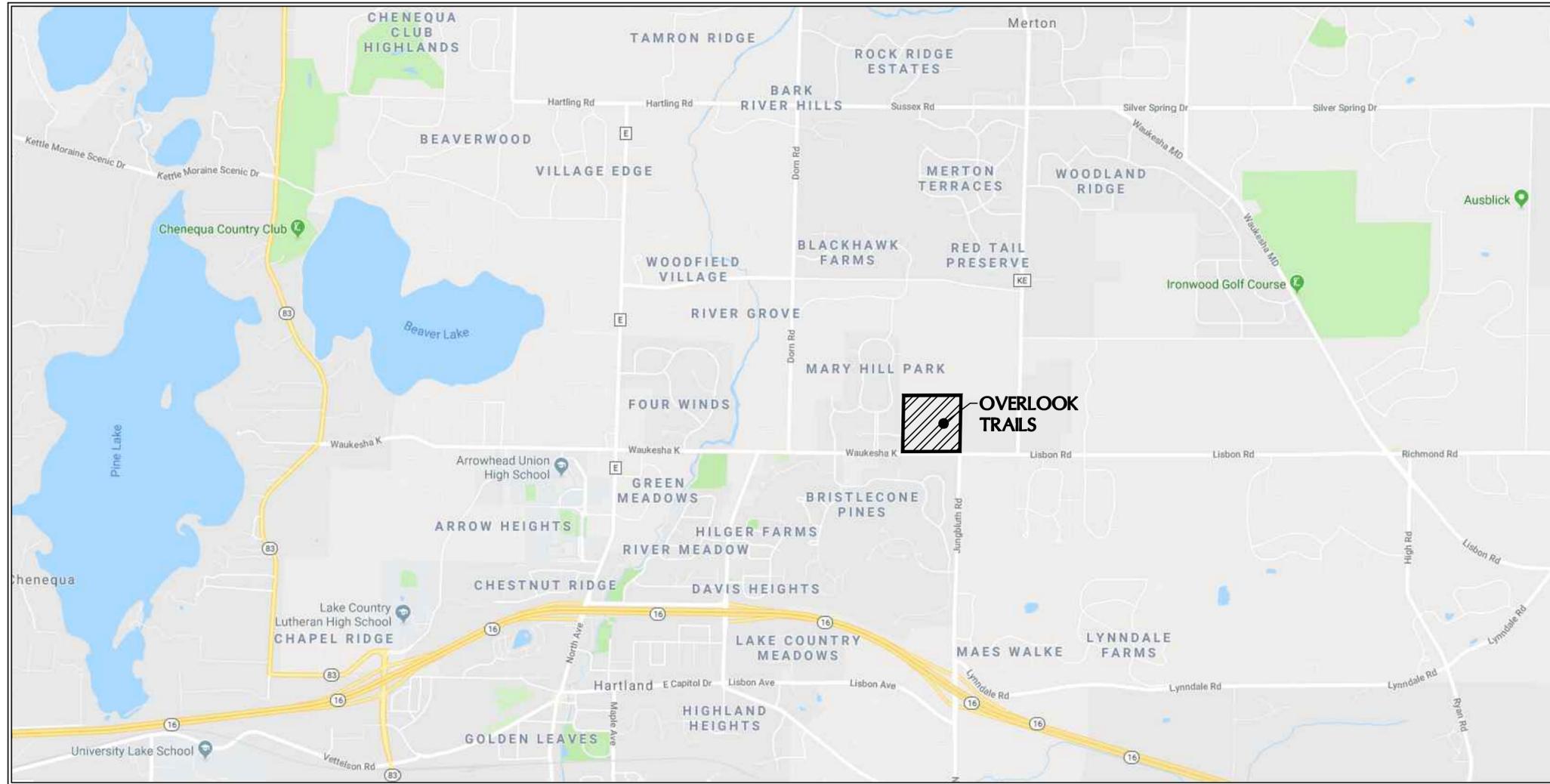
1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 -STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 -THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY 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

T1

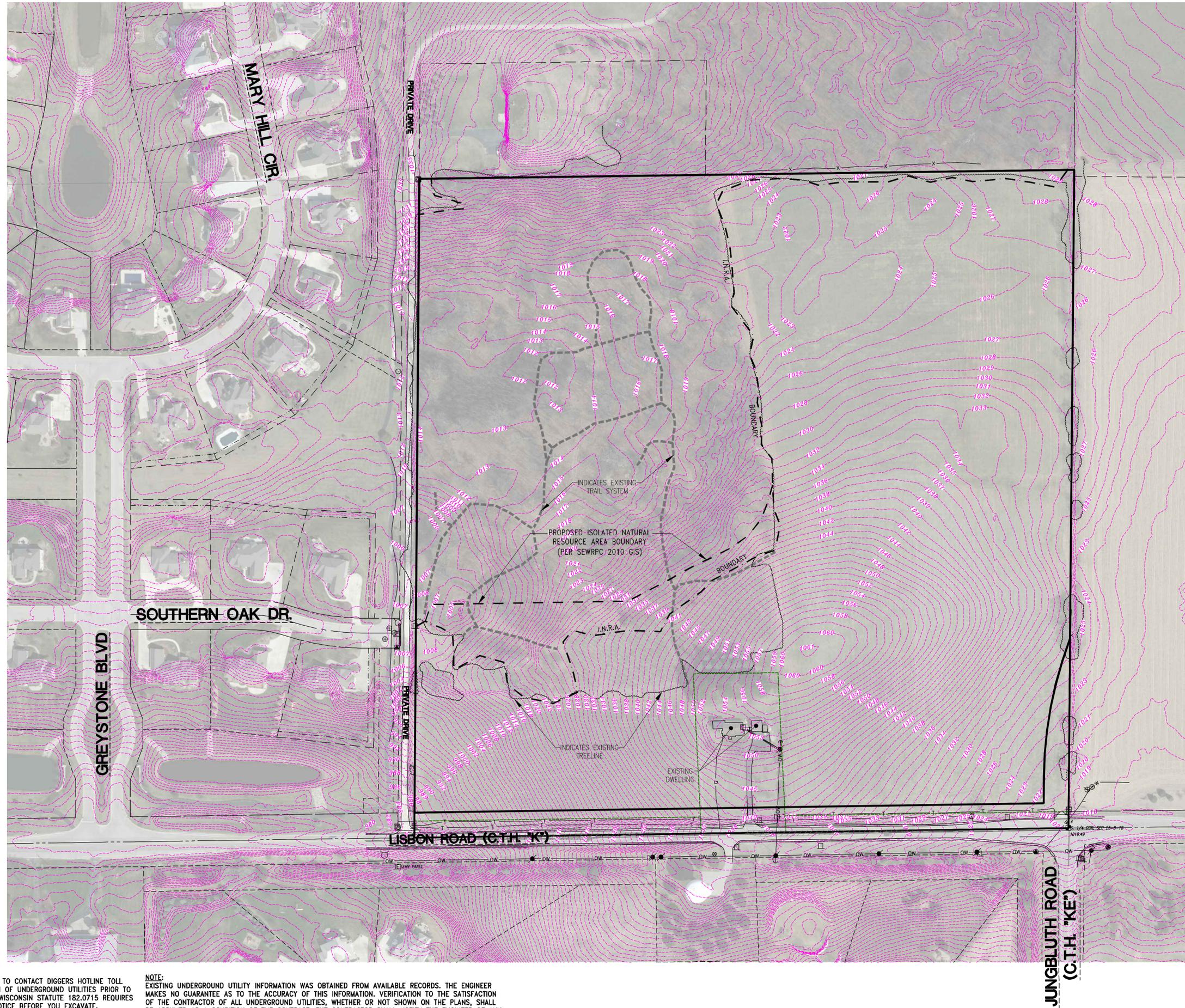
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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

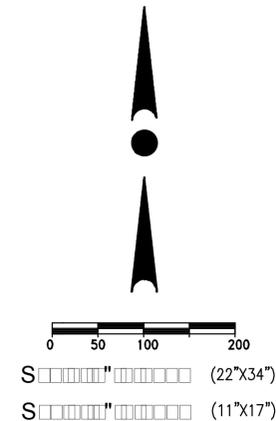
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 BROOKFIELD, WI 53005
 PHONE: (262) 790-1480
 FAX: (262) 790-1481
 EMAIL: jpudelko@trioeng.com

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

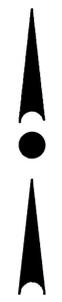
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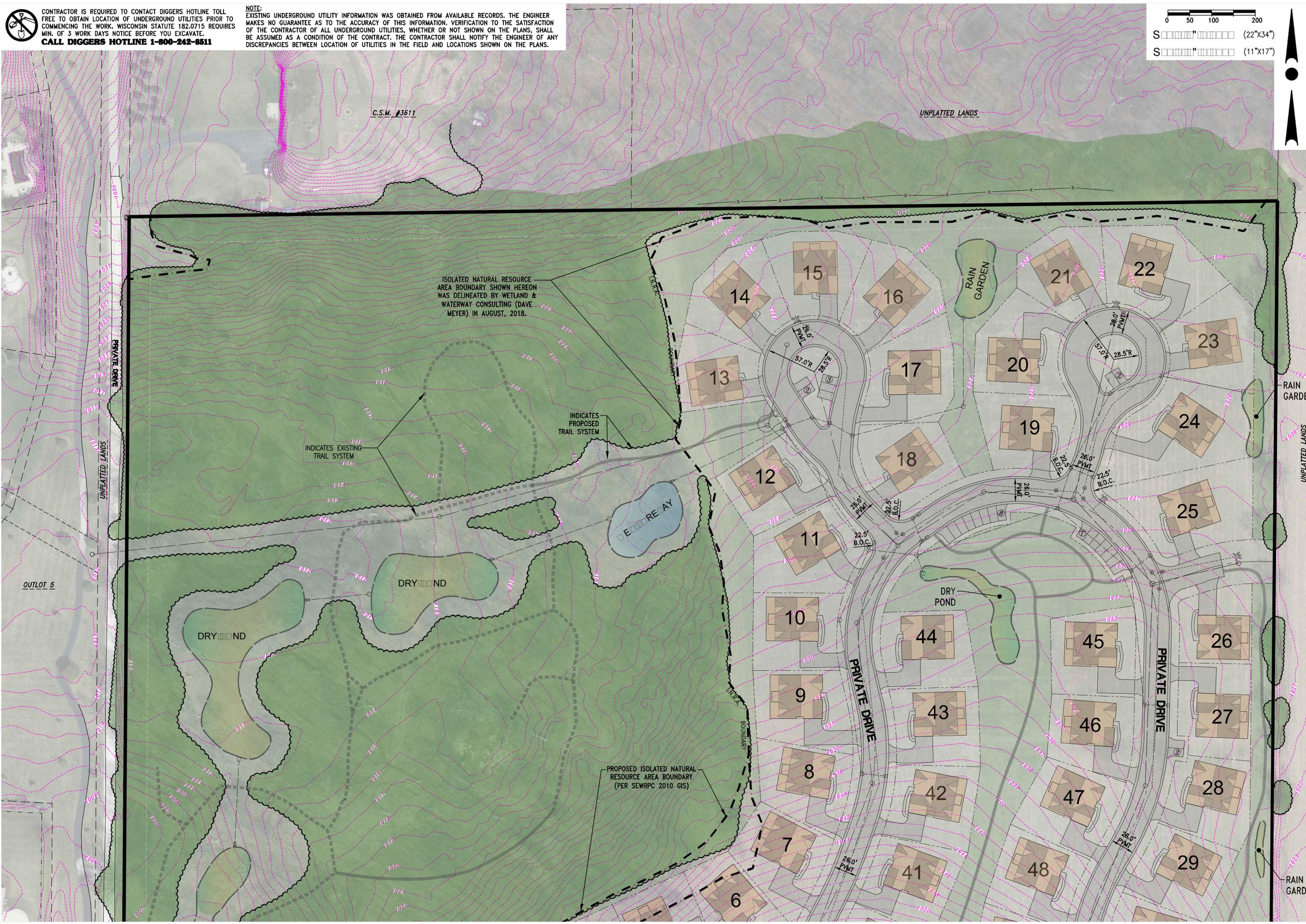
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0 50 100 200
 S 1" = 20' (22"x34")
 S 1" = 11' (11"x17")



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ISOLATED NATURAL RESOURCE AREA BOUNDARY SHOWN HEREON WAS DELINEATED BY WETLAND & WATERWAY CONSULTING (DAVE MEYER) IN AUGUST, 2018.

INDICATES EXISTING TRAIL SYSTEM

INDICATES PROPOSED TRAIL SYSTEM

PROPOSED ISOLATED NATURAL RESOURCE AREA BOUNDARY (PER SEWRPC 2010 GIS)

PROJECT:
THE GLEN AT OVERLOOK TRAILS
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 N27W24025 PAUL COURT, SUITE 100
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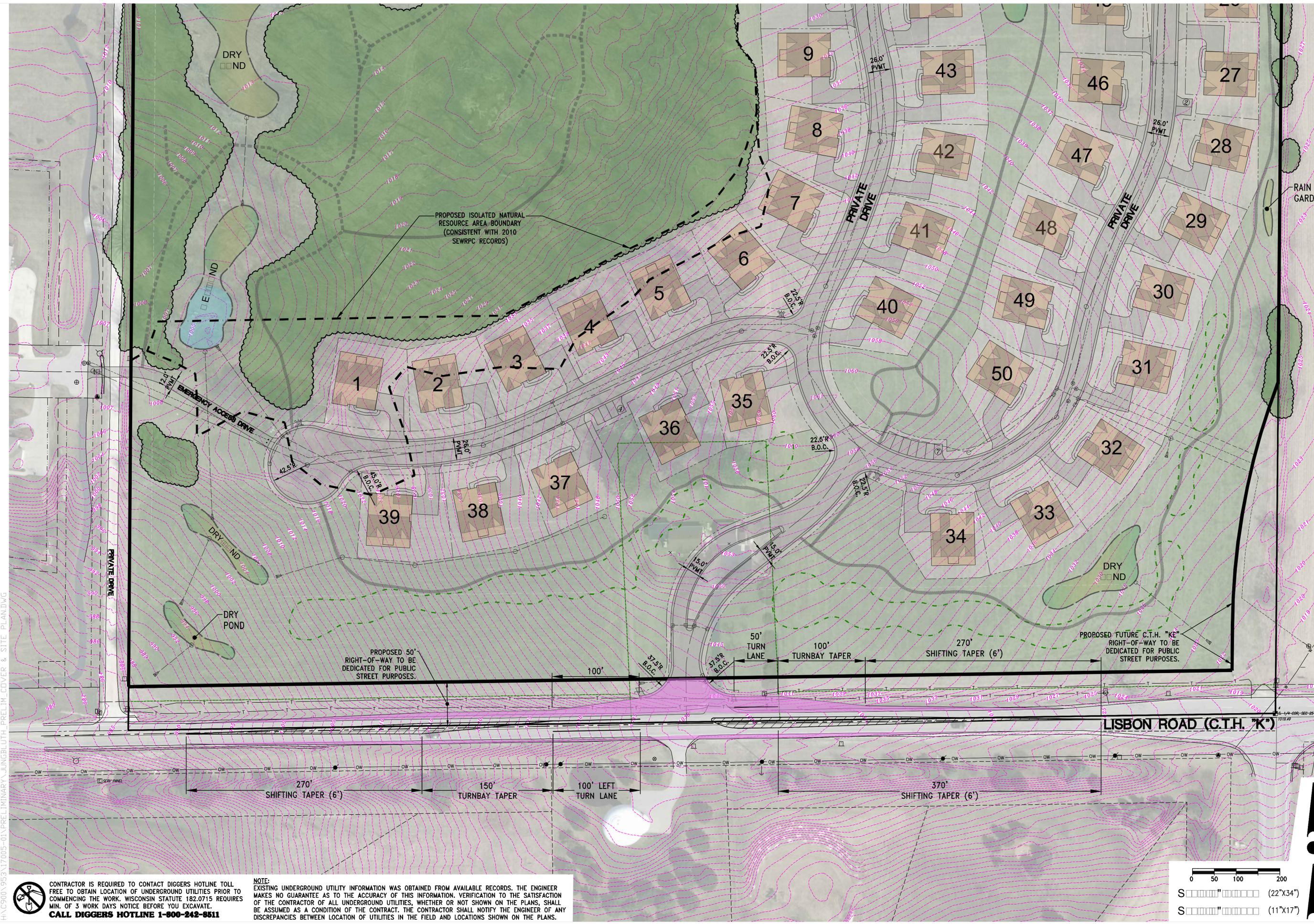
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
 AUGUST 27, 2018

JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - NORTH

SHEET
C1.1



PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
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JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - SOUTH

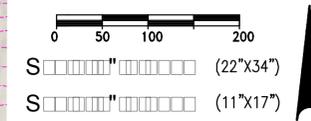
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PHONE: (262) 790-1480
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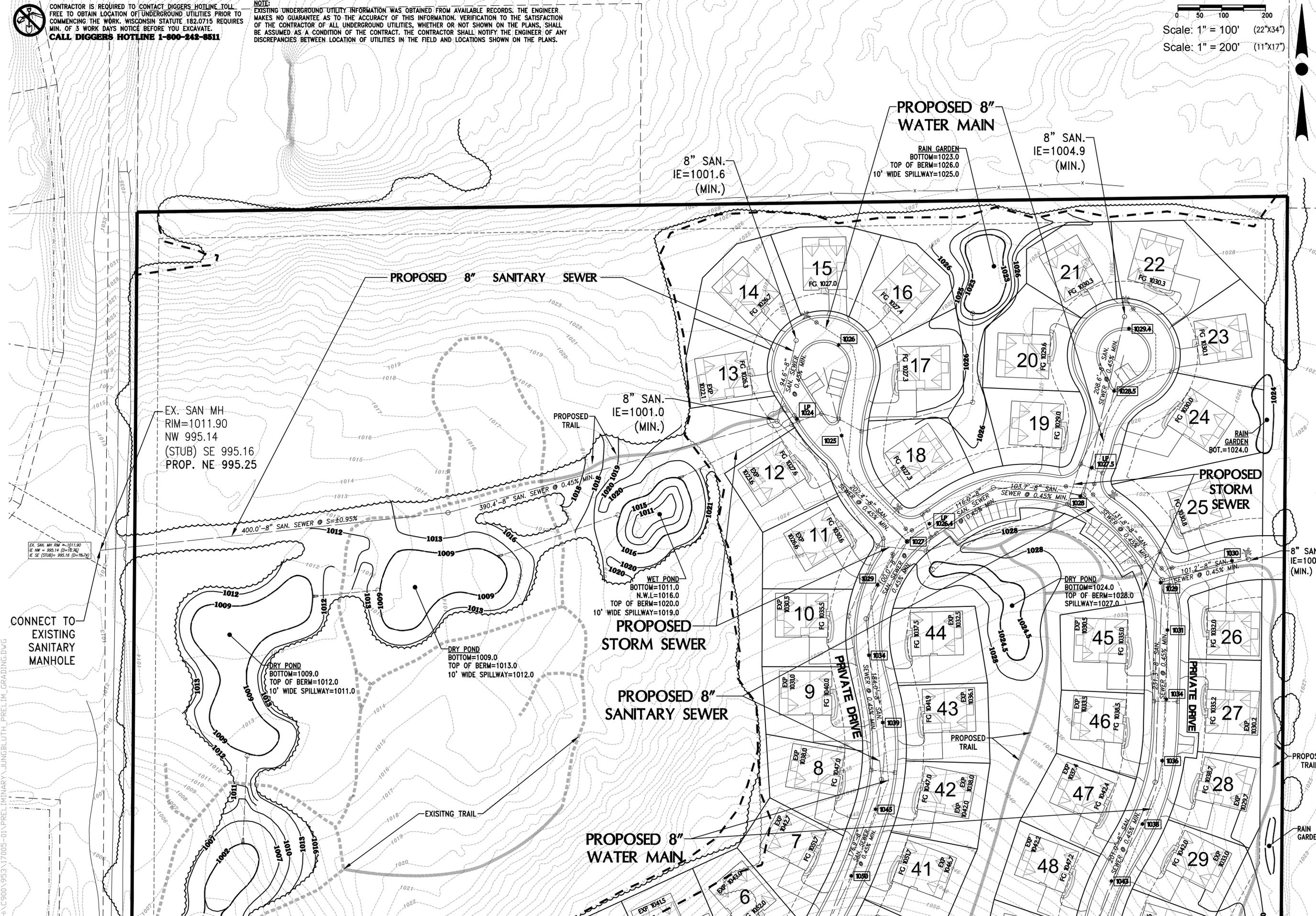
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DATE:
AUGUST 27, 2018

JOB NUMBER:
17005

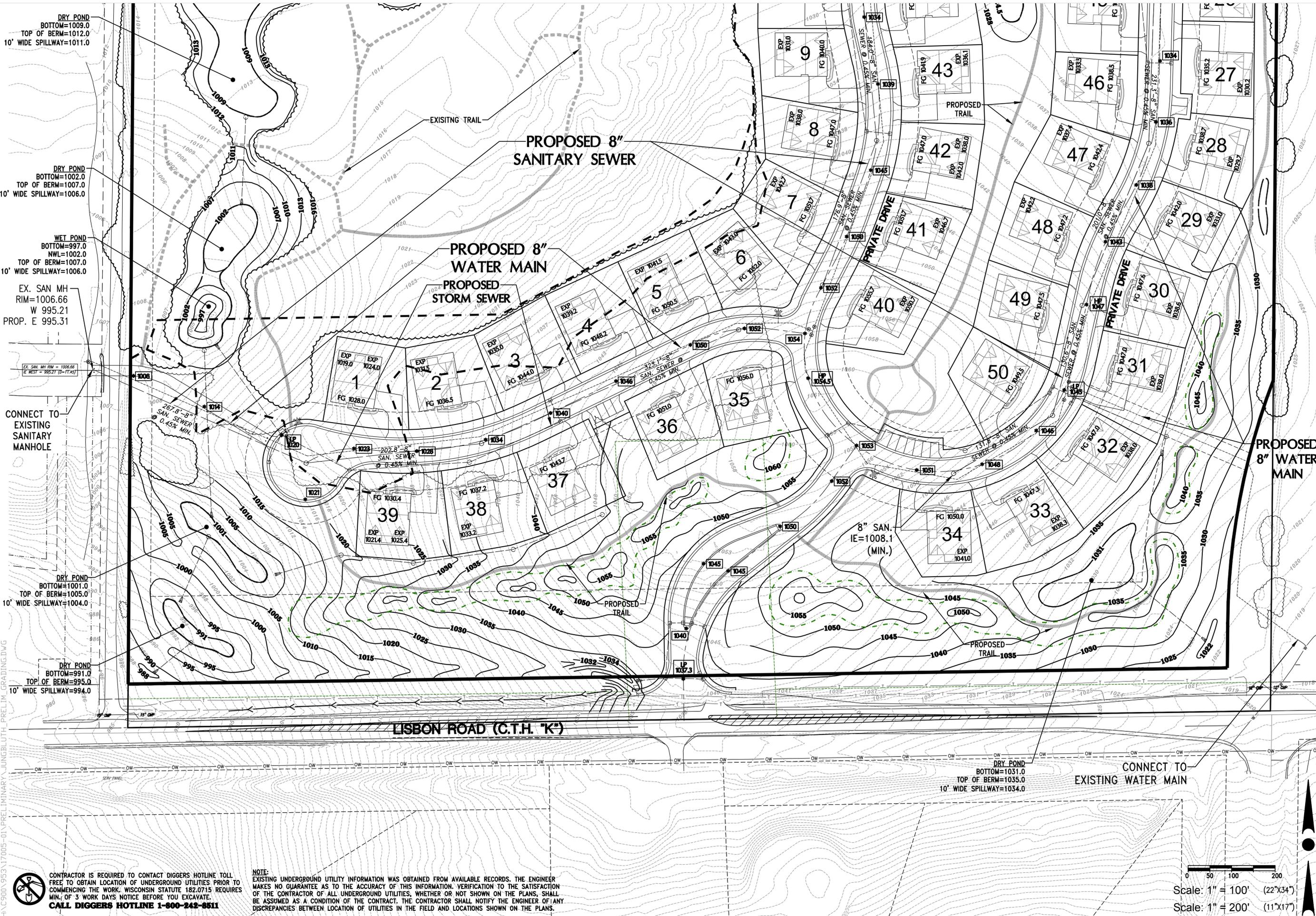
DESCRIPTION:
GRADING
& UTILITY
PLAN - NORTH

SHEET
C2.1



CONNECT TO EXISTING SANITARY MANHOLE

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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

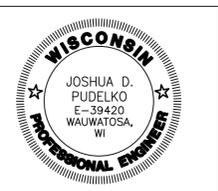
WET POND
BOTTOM=997.0
NWL=1002.0
TOP OF BERM=1007.0
10' WIDE SPILLWAY=1006.0

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:
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PEWaukee, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

DATE:
AUGUST 27, 2018

JOB NUMBER:
17005

DESCRIPTION:
GRADING
& UTILITY
PLAN - SOUTH

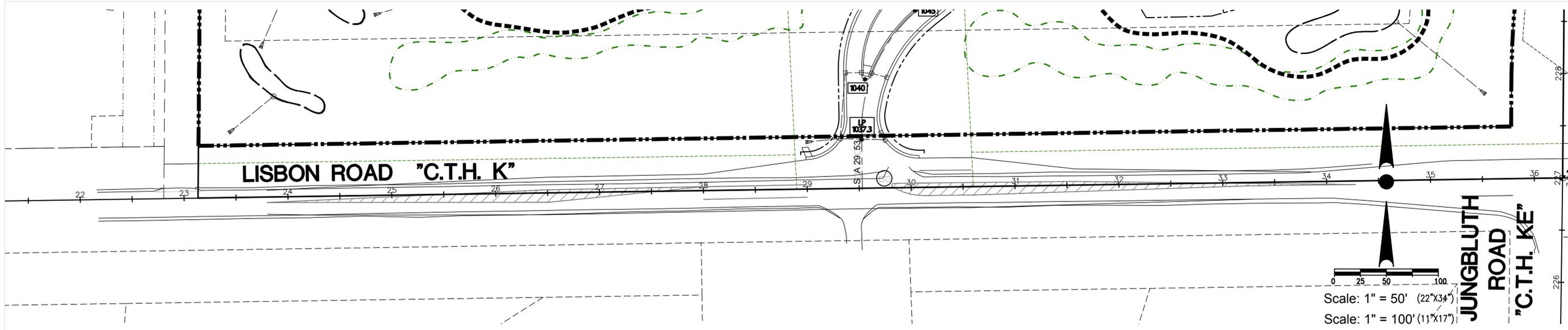
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C2.2

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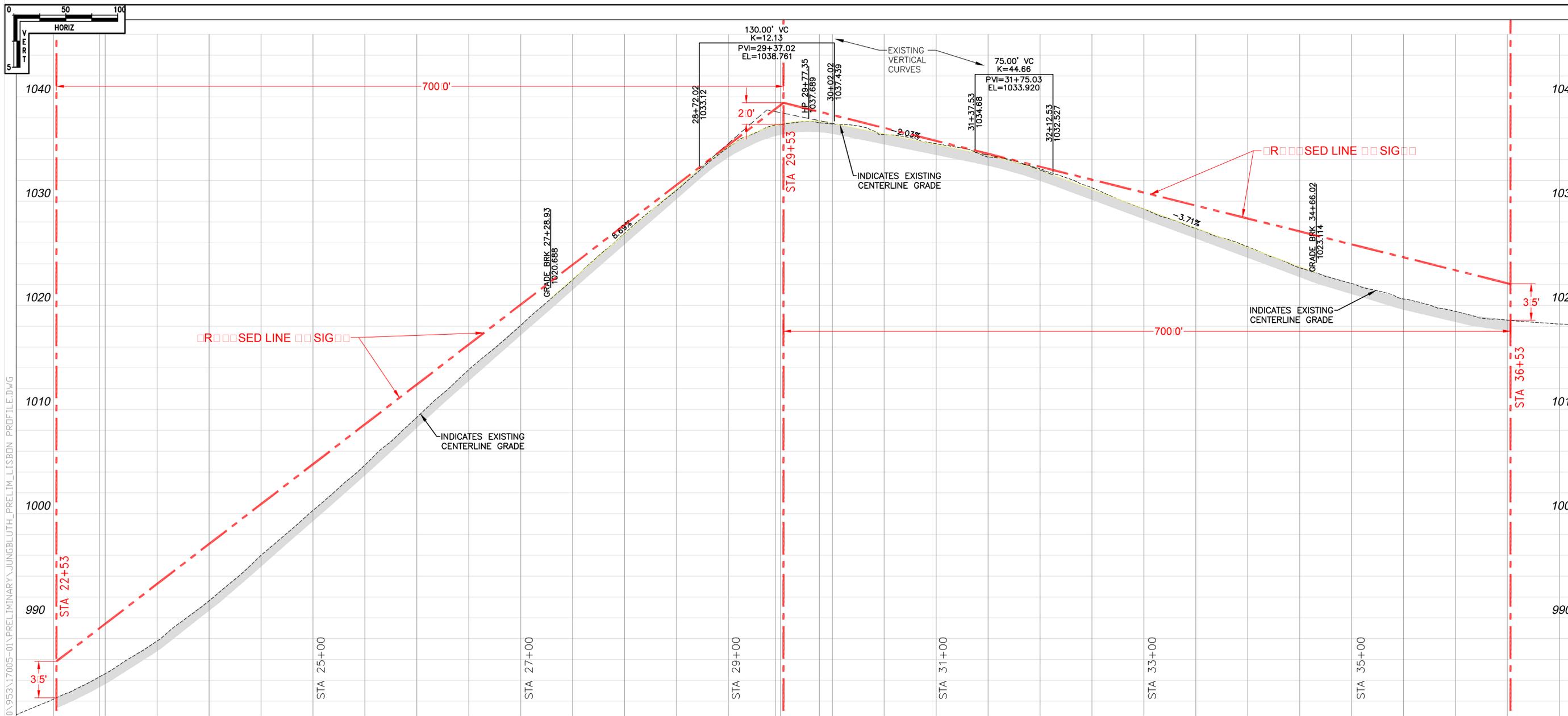
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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuudelko@trioeng.com

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



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

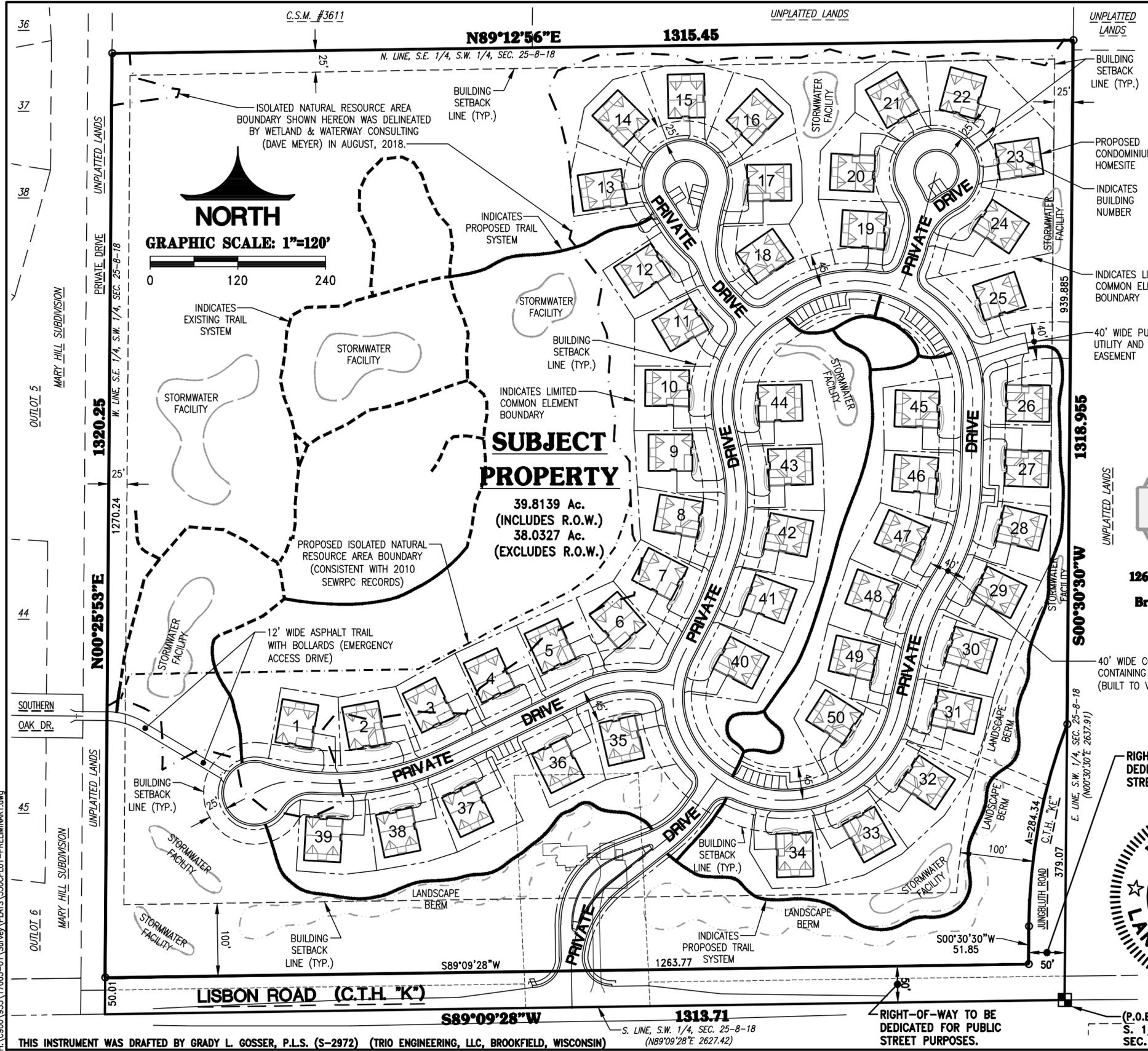
This Condominium Plat is a correct representation of "THE GLEN AT OVERLOOK TRAILS" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the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

This Agreement is entered in to this 1st day of January, 2019 (hereinafter "Effective Date") by and between the **Village of Hartland**, existing under the laws of the State of Wisconsin, with its principal offices located at **210 Cottonwood Avenue Hartland, WI 53029**, (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc, a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, Wisconsin (hereinafter "HAWS").

WHEREAS, the Municipality is seeking services related to the care, management, sterilization, and placement of stray, abandoned, neglected, abused or injured animals, hereinafter referred to as "Services",

WHEREAS, HAWS is an organization offering such Services and willing to provide such Services to the Municipality;

NOW THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such Services and related consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

ANIMAL DROP OFF SERVICES: HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

HAWS ANIMAL TRANSPORTATION: HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

HUMANE CARE: All animals, received by HAWS from the Municipality, shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

SPECIAL ANIMALS SERVICES: HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with state law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests should be made in writing with a time period jointly agreed upon.

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and

transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under state law. No animals shall be released from HAWS without this proof.

DISPOSITION: Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animal HAWS determines is unsuitable for adoption shall be humanly euthanized.

EMERGENCY RESCUE: HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide rehabilitative services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such services.

EUTHANASIA SERVICES: HAWS shall provide humane animal euthanasia and cremation services for citizens of the Municipality, upon request of such citizen. Any fees associated with this process shall be paid by the Citizen.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to avail themselves of the Services described herein. Such facility shall be open to the public on a regular posted schedule, which may be revised by HAWS, as needed.

RECORDS: HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

STATE LAWS: HAWS shall comply with all state and federal laws concerning its operations, services and facilities.

2. FEES

HAWS agrees to service the Village of Hartland for an annual fee of \$2772.00 per year. No additional fees will be charged to the municipality for services.

- 2.1 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of the Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be in full force and effective until December 31, 2019 and shall automatically renew for one-year terms thereafter,

(hereinafter "Renewal Date"), unless the Municipality chooses the 3-year Service Option as specified below.

- 3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.
- 3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

Please specify your desired contract term and initial.

_____ (initial) **Village of Hartland chooses the 1 year agreement term.**

_____ (initial) **Village of Hartland chooses the 3 year Service Option. Our service fees will remain the same for each year, with billing for the Agreement year 2019, 2020, and 2021 to occur in the month of December prior to those years.**

Dated this _____ day of _____, 2018.

*Humane Animal Welfare Society
Of Waukesha County, Inc.*



By: Mark Hess, Operations Manager

*Village of Hartland
Hartland, WI*

By: Municipal Official