

**JOINT ARCHITECTURAL BOARD/PLAN COMMISSION AGENDA
MONDAY, NOVEMBER 19, 2018
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.**

Roll Call

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission minutes of October 15, 2018.
2. Architectural Board review and consideration of an application for an addition to the Seufert residence, 1197 Four Winds Way.
3. Plan Commission review and 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). Actions and items include annexation, zoning of the property, Planned Unit Development and Upland Conservancy Overlays and Preliminary Plat.
4. Adjourn

David E. Cox, Village Administrator

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

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, WCPC/CMC, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

**JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES
MONDAY, OCTOBER 15, 2018
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.**

Present: Jeff Pfannerstill, Ann Wallschlager, David deCourcy-Bower, James Schneeberger, Tim Fenner, Jack Wenstrom and Tim Hallquist.

Absent: deCourcy-Bower

Others Present: Administrator Cox, Building Inspector Hussinger and Deputy Clerk Bush y.

Call to Order-

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission Minutes of September 17, 2018.

Motion (Hallquist/Wenstrom) to approve the Jt. Architectural Board/Plan Commission minutes of September 17, 2018. Carried (6-0).

2. Architectural Board review and consideration of an application for a sign for Lake Country Bed Barn, 365 Cottonwood Ave.

Bed Barn a current business in Hartland is moving within the village. They are proposing 3 signs and they have been approved by the BID already.

Motion (Wallschlager/Halquist) to approve the request for a sign for Lake Country Bed Barn. Carried (6-0).

3. Architectural Board review and consideration of an application for a sign for Anytime Fitness, 520 Hartbrook Drive.

Anytime Fitness is requesting a new illuminated sign and the size has been approved by building inspector Hussinger.

Motion (Hallquist/Schneeberger) to approve the sign application for Anytime Fitness, 520 Hartbrook Drive. Carried (6-0).

4. Architectural Board review and consideration of an application for a sign at Evert-Luko Funeral Home at 1700 Warren Avenue.

Evert-Luko Funeral Home would like to replace/resurface their current sign. It was noted that nothing is changing inside the building. Pfannerstill wanted it made clear for the record that while the word Crematory is on the sign, there is no crematorium there.

Motion (Wallschlager/Wenstrom) to approve the application for a sign at Evert-Luko Funeral Home, 170 Warren Ave. Carried (6-0).

5. Architectural Board review and consideration of an application for a sign for Speech/Language Therapy for Kids, LLC. at 119 E. Capitol Drive.

The signs being proposed are an over the door sign and window graphics. The BID has already approved the sign.

Motion (Hallquist/Schneeberger) to approve the application for a sign for Speech/Language Therapy for Kids, LLC., 119 E. Capitol Drive. Carried (6-0).

6. Plan Commission review and 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). Actions and items include annexation, zoning of the property, Planned Unit Development and Upland Conservancy Overlays and Preliminary Plat.

Matt Neumann was present and said before they can do a Certified Survey Map to combine the lots and do a CSM to dedicate the right of way, they need clarity on several things. He said they need direction on the Southern Oak connection, Public vs Private roads, and what changes to the Isolated Natural Resource Area will be allowed. Wallschlager had questions regarding the road entrance. She said she would like to see the entrance moved further east and widened. Matt Neumann said the County dictates where the entrance points are and said he thinks it is wide enough to the Country and Village standards.

Pfannerstill pointed out that since they are dealing with several different items they will address them one at a time. He asked if anyone else had any comments on the entrance and there were none.

The next item of discussion was connectivity to Southern Oak. Pfannerstill said on the plan it shows an entrance to K, a walking trail towards Mary Hill subdivision and he said the Plan Commission will need to decide if someday down the road they wanted to make that a road because right now it is not shown as a road. Mr. Neumann said right now what they are requesting after the last meeting is an emergency access and as a secondary provide a road reservation, if the Village should decide at some point in the future to make it a through road. Pfannerstill said as an emergency access, if something catastrophic happened at the entrance, they would still be able to have access into the subdivision. Wallschlager said she feels it should never become a permanent road and that it should stay as an emergency access only.

Pfannerstill asked Mr. Gebhard N56W28754 County ROAD K if there has been any talks at all between himself and Mr. Neumann regarding the 30 ft. strip of land. Mr. Gebhard said he resents

the fact that it is shown on the plans as private property and everything is continuing to move forward and progress but nothing has been resolved. Pfannerstill asked if there had been any meetings between himself and Mr. Neumann and he said no. He said he has been pushed off and disregarded and the only notice he got was the agenda for this meeting in the mail. He said he won't be in town the next Monday for the Public Hearing that will decide the fate of his property. Pfannerstill said that is something that the Plan Commission needs to talk about tonight because it is an important piece that is being decided about private property and it is something that everyone needs to take into consideration.

Mr. Neumann said in response to communication between themselves and Mr. Gebhard, there have been several interactions with more than 1 attorney that said they are representing the land owner, Mr. Gebhard. He said they have made proposals they think are addressing as many of the land owners concerns as possible regarding the connectivity. Mr. Neumann said they have agreed to do the emergency access vs the full connection, they have rerouted the walking trail to go south in the Hwy K right of way and they have offered the land owner an easement if the land owner agrees to it, that there would be a pedestrian crossing does not crossover his driveway. He said they have notified him that with a 12 ft. paved path, people will probably walk there no matter what and they understand it would not be an accepted use for an easement.

Mr. Neumann went on to say they have another trail crossing in another location where the sewer goes through and they have removed that. He said they do need a sewer crossing further north which is where the long term plan of connectivity to the sewer in this area and has been for years. He said there would be a need for underground sewer connection and there would be a short term land disturbance to cross there but after that there would be no need to go on the property. Mr. Neumann said he feels like to say there have been no conversations in not the entire story, all though the conversations have not been directly between Mr. Neumann and the land owner, but they have been through the land owners' legal counsel. Mr. Neumann said they are trying to avoid the situation where there is condemnation for safety purposes, which is what sometimes happens in situations if need be. He said he just wanted to give the whole background of the conversations.

Pfannerstill asked Mr. Neumann to state what they are proposing and said they will allow comments from anyone who wants to make a comment, then they will bring it back to the board to let the board discuss it amongst themselves.

Mr. Neumann said the access is what brought the land owner here in the first place and is what is exactly represented on the plan. He said what is not represented here is a road reservation across his land. Mr. Neumann said they can only grant a road reservation across the land they own. He went on to say so there is a 30 ft. gap in road reservation that eventually they would have to deal with. Fenner asked if his understanding was correct that they need to cross the 30 ft wide in 2 areas, 1 potentially at the access and for the sewer too. Mr. Neumann said there is a sewer connection a few hundred feet north of where the emergency access is. Fenner asked what happens if the land owner is not willing to grant an easement for that purpose and Mr. Neumann said that would have to be a question for the Village to address, related to the overall sanitary sewer system whether that would be something the village would require.

Wallschlager asked how the sewer will get to Siepmanns property and Mr. Neumann said through that location. There was brief discussion on other sewer locations.

Fenner said the reason he is asking is because he views the access and the sewer as 2 different items. He said you need sewer to develop and what you basically have said in respect to the access is that you will dedicate on your side and if the village at some point and time in the future ever wants to do anything further they will have to deal with the 30 ft. Fenner said that is not the situation with the sewer that is going to have to happen if this project is going to develop. He asked where they are at in regards to negotiations with the property owner in terms of acquisition of that sewer easement. Mr. Neumann said they made a proposal and at this point is in review by the land owners counsel but doesn't know if the land owner has seen it or not. Fenner asked Mr. Neumann if he is aware that if the Village gets involved with condemnation it could take 6 months to a year. Mr. Neumann said yes.

Pfannerstill said going off that, while they do enjoy connectivity and it is part of the long standing plan in Hartland to have connectivity, one thing they do have in Hartland when we do condo plans, is it is not an absolute necessity to have a connection or even an emergency spot there especially since at some point in the future this will be connected so we are pushing for a connection here for the emergency connection so there is 2 ways to get in. He said however there will be a connection to the northeast on this property that will connect to a road, so we don't have to have this connection so that eliminates one of those huge issues.

Fenner commented on the connectivity. He said there seems to be a compromise and that is what is suggested in the Administrators memo. And that is give the village the option in the future and if that is part of a replanning process. He said it's his understanding the village is updating the comp plan and what they are going to do here he has no clue but if we could get a reservation that gives us the right to do something in the future, the village has now avoided a) a condemnation in the future if that's what we are going to do and b) without the 30 ft. agreement we aren't ever going to be able to do that in the future unless we do that, unless we have gone the next step and acquired that property through condemnation. He said leave it as a cul de sac but if we can get a reservation of an easement for a future road if it has to be put in, it's good planning to do so, it saves us some money and its save us a condemnation procedure in the future. He said his 2nd observation is connectivity must be a significant issue over here in terms of planning. He said he is willing to support what is being planned here if we can get access easement on the property the developer controls that doesn't mean we have to go to the next step of condemnation, and he is opposed to that right now, because he suspects something is going to happen in the future with that 30 ft. strip. He said for the immediate future there is no connectivity and the best we can do is set the stage that if in the future when we update the plans and look at the big picture, we at least have the option of doing something.

Wallschlager said if we are going by the comp plan which is outdated with the connected road that means there are no condos here and it has to be the same size houses as what is in Mary Hill. She said we can't pick and choose what rules we are going to follow. Administrator Cox said the Plan Commission has had this discussion before and after a lot of conversation the determination was made that the parcel can accommodate the 50 units under the comp plan and there was a conscious decision not to change the comp plan and still move forward with the project. He went

on to say that the commission and the board has made a determination that the concept that is in compliance with the comp plan.

Administrator Cox pointed out that the Comprehensive Plan is a guide and always has nuances to developments that get approved. He went on to say the comprehensive plan is not a regulation, the zoning code is a regulation but the comp plan isn't. He said the village is well within its authority to decide not to put the connection in at Southern Oak at this point. Maybe it makes sense at this point to talk about a reservation for an option for the future but certainly the state law says that the zoning decisions have to be made in conformity with comp plans. He said that is the only segment of the comp plan that the state has made a regulation about so the conversation about density which was fairly extensive is how a determination was made that base on the understanding of the word density and the natural resource area and how that impacts, a conversation was had and decisions were made by both this body as a recommendation and the village board as a final authority that the low density cluster development is acceptable in its design. He said you get to the other issue of Southern Oak with the comp plan as a guide, the Village and Plan Commission need to decide what they want to do. Wallschlager said by using the comp plan as a guide and common sense and what the citizens have to say about it, because that is their life and where they spend their time; and she feels that is important.

Pfannerstill said one thing he believes in, is compromise and that this land someday will be developed. He said the comprehensive plan was done 12 years ago. He said a lot has changed and they are on the doorstep of a new comprehensive plan being done. He said he does believe in the power of the comp plan and the state law does say the comp plan should be guidance. He also said they need to be mindful of all parties involved, Mr. Neumann, Mr. Gebhard who has a strip of land, the residents on Southern Oak.

Mr. Neumann said they will gladly remove the access if the Plan Commission prefers it.

The following residents had comments:

1. Dino Xykis - 605 Southern Oak- said he is not against the development and asked the Plan Commission how they would feel if they were in Gebhard's shoes. He said he feels the village has been delinquent.
2. Joseph Walicki – 624 Southern Oak- he said the discussion on conformity, picking and choosing is concerning to him. He is concerned about the development putting a road through and is against the road going through.
3. John Stahl 1235 Mary Hill – commented that no one will want to turn out on K and that road is not made for that kind of traffic.
4. Gordon Geiger - N55 W28903 Hwy K- commented that he doesn't see any passing lanes on the road.

Pfannerstill said the County doesn't feel it is enough of a safety concern for them to deal with it

right now. He said when there is more traffic they will look at it. Mr. Neumann said this location is the only location the County will grant them access. They have access rights to the property, that is a property right, and that is the location the County has said is the safest location.

Fenner commented on the connectivity and said there are basically 3 options, no connectivity, no connectivity but reservation for emergency access to address safety issues or no connectivity but reservation for a right of way for some point of time in the future. He said he would not tie any of the action to the 30 ft. strip, we don't need to deal with that only if we are going to do something, put in the emergency access or do the road. He feels the 30 ft. is off the table as far as he is concerned right now for the project because that will be a village problem if we do the reservation or emergency access. Fenner wanted to know if the emergency access would address some real safety concerns.

Pfannerstill said the reason for the emergency access is for example if a disaster happened and blocked the entrance there would be an emergency access if there was a need.

Several more residents commented:

1. Dino Xykis- commented on Public safety and they need to take into account the traffic.
2. Mrs. Walacki- 624 Southern Oak – commented that the bus stops on both sides of Graystone and that the public will use it if it's connected.
3. John Peret 372 Switchgrass Ct – commented that he is for the development, said he thinks Hartland doesn't need more subdivisions like the one he lives in which is Mary Hill. He also said he looked at the connection location and said it looks like it would always go through.
4. Mrs. Gerard 606 Southern Oak – asked if the property is currently in Merton and commented that she doesn't want the road connected. Pfannerstill said yes it is currently in Merton but it can be annexed if the property owner requests that Hartland do an annexation of the property.
5. Angela Wade- Southern Oak – doesn't want the road to go through.

Pfannerstill requested a 5 minute recess at 8:18pm.

The Plan Commission then moved on to the Public vs Private Roads issue and Pfannerstill asked Mr. Neumann if he is proposing private roads on the plan. Mr. Neumann said originally they were proposing private roads with public maintenance and public easements but then went back and had a discussion with their staff. He said after a discussion with the administrator their recommendation as well as Administrators is to have it dedicated as a public right of way and request a reduction in the setbacks. He said they were originally proposing private roads with public maintenance and public easements for access and maintenance and now they are proposing and he agrees with staffs comments, that they will have to go to public standards, have public access easement, there will have to be a public utility maintenance easement, and then they were going to request public access that is maintained by the public, and staff recommendation was why don't you make that a public road and the only real difference is a

reduction in the front yard setback. They are proposing a 15 ft. front yard setback, which is the same as what they presented before as a private road. Private road is a little bit less, 25 ft. setback and a 40 ft. right of way and now they proposing a 60 ft. right of way so they are requesting a reduction in setback. He said the layout is exactly the same, everything is exactly the same except rather than create all these public easements to access, maintenance of utilities and maintenance of the surface itself, like snow removal, so now they are proposing a public right of way.

Pfannerstill said one of the reasons they did not address this at the last meeting was that he along with one other board member, some felt it was the first they had heard of it with public maintenance.

Wenstrom asked what type of curb would they be using and there was brief discussion on the type of curbs being proposed.

Pfannerstill commented that he likes the idea of containing this to a condominium development. He said regarding the maintaining of roads, there are issues with the road in Mary Hill subdivision and the cost to the village is much higher if the village is maintaining the roads. He said one of the things that was enticing about a condo development was it was saving the Village money, the village wouldn't have to worry about salting and plowing the roads. He said it would be a lot of extra money the village would be saving if it isn't public roads. He said furthermore the setbacks were set up as condominium because it was going to be private roads but that doesn't mean we can make things work as seen in them memo, there are ways to make things work. Pfannerstill said the cost to the village is much higher, if we are maintaining those roads over a span of 20 years, to when they need to be replaced or if there are the same problems as there are in the Mary Hill subdivision because of the way the land is. He said he thinks it should be private and they can still have the density that is there. He also commented on the possible legal issue and he said one thing that was brought up was there might be people saying you have to take care of the roads because a municipality does have certain responsibilities to the health and welfare of the people. He said it has happened in other parts of the state with condo developments where the condominium association did go to an appeals court. Wallschlager commented that she also would like the roads in the development to be private.

Mr. Neumann made several points on the public vs private roads. He said he feels it is unfair making the 50 residents that would be in the condominium development to pay the same property taxes like everyone else plus fund the road maintenance of their own street plus pay for the costs of other resident's streets that were built over the years. He said we paid for the infrastructure, we pay for the sewer and water, we pay for the streets and curbs, we pay for private trails on private land that will have be recorded as a public access easement that will have to be maintained by the condo association, he said it just feels wrong. And to now say on top of that the residents don't get any benefits themselves, he said he really has a problem with that. He went on to say if there would be an honest dialogue about a tax reduction since his future residents would be responsible for their own maintenance and there is talk about what the cost

for public would be vs their private cost, he said he would be all for it. He said as private road they could probably do what is necessary and less expensive than a municipality in some cases, but there is a reason why there are public maintenance of roads and for safety too. The reason there are public roads in these communities is because they need to be kept clear and kept safe. He said God forbid something was done wrong by a private contractor who didn't plow, it would turn into a fiasco. And if there were an accident but municipalities have a limitation of liability on public rights of way but it doesn't exist on private land. He went on to say there is a reason public right of ways were created.

Pfannerstill said he didn't know until the last meeting about the public vs private roads. Mr. Neumann said it has been talked about in the past that at some point it would have to figure out if it would be public or private. He said they never got into the details because it didn't matter at that point, that wasn't detail that was relevant to the density or the layout. Those are things that you are dealing with the comp plan and they said it repeatedly through the process. He said it was never a major topic but over and over again they talked about that they needed to talk about the road issue at some point. Mr. Neumann said he never once said it would be private roads and privately maintained with a certainty through this whole thing. Pfannerstill asked Mr. Neumann if he has never said that why was it printed on the plans. Mr. Neumann responded by saying it was going to be a private drive and it was going to have a public access easement because they know that would have to get public through there at some point. It would have a public maintenance easement for maintenance of the sewer, water and utilities. And it would have a public maintenance obligation to make sure the road is clear of snow and in the long run be taken care of. He said it is not abnormal to do in condo developments. Pfannerstill said at the last meeting he did say it was the first he was hearing of that in a condo development. He said there are other ones in the village and they pay for the maintenance of their roads.

Fenner said if this was truly a self-contained condo development he had no problem with a private road. And he said what he means by self-contained, there are no public rights beyond the entrance, no sewer or water easements. He said communities with self-contained condo developments put a water meter at the entrance, they put a flow meter for sewer purposes, they build a condo association and how they collect things internally is up to the association. The association has to take care of the laterals and everything else. He feels this doesn't do that. There was back and forth discussion on public vs private road and other condo developments. Fenner said the public vs private was not a new issue for him, it was an issue he was aware of months ago and it didn't catch him by surprise. He said he is for private roads if there is a contained development but if there isn't a contained development and we have public attributes, it is a public road.

There was more discussion about public vs private, subdivision vs condo development. Mr. Neumann commented on lowering the condo fees and that devalues the condo itself. Pfannerstill commented that Mr. Neumann is saying he presented it the whole way through and Fenner is saying he presented it the whole way through and that he missed that. Fenner said they did not say that, he said that Mr. Neumann raised the issue and it was an open issue. Wallschlager commented that Mr. Neumann may have mentioned public vs private in the past, but the

definition of what Mr. Neumann meant is what finally hit home for her at the last meeting. There was brief discussion on the proposed front yard setback.

The Plan commission then discussed the isolated natural resource area. Mr. Neumann said some trees will need to be removed where the cul de sac is but plan to replant trees.

Pfannerstill said he would like to take the issues separately and they need to make decisions on the issues of Southern Oak, public vs private and the isolated natural resource area.

Motion (Fenner/ Pfannerstill) to approve the Isolated Resource area as presented. Carried (6-0).

Motion (Wallschlager/Pfannerstill) that the emergency access going to Southern Oak Drive be taken off permanently.

Discussion- Fenner clarified emergency access is police and fire. Wenstrom said until they have another access to the property he thinks they need to put something in there for emergency access which someday could be taken out, eliminated as soon as there is another way of getting ingress/egress into the property. He believes that emergency access is important. Wallschlager said once it is in, she doesn't see it ever coming out. Pfannerstill agreed it is important, but will continue to push on the county to get the access in the northeast. Mr. Neumann commented that the emergency access could be approved now and it could be put on the plat that it could be vacated once another access is developed and that it is not a connection but an emergency access only. Fenner said he likes the idea that once there is an alternative access is provided to the area, it disappears. Wallschlager brought up another option of access, rather than go straight to Southern Oak she said they could go out of the cul de sac and go around the dry pond and come out right on the corner so they wouldn't have to cross Mr. Gebhards land at all. There was brief discussion on that option. Mr. Neumann said they would be more than willing to ask the county about that option.

Amended motion (Wallschlager/Pfannerstill) leaving original motion as is- that emergency access going to Southern Oak Drive be taken off permanently and amended to add that Mr. Neumann will check into the possibility of going southwest and bringing it out on the corner.

Roll call-

Wenstrom- no

Wallschlager- yes

Hallquist- no

Fenner- no

Schneeberger- no

Pfannerstill- yes

Motion failed- 4 no's, 2 yes.

Motion (Fenner/Wenstrom) to provide for an emergency access at a location to be determined at a future date once there is input from the County.

Discussion- Hallquist agreed with the motion with an amendment that it be vacated once another access has been obtained. Fenner accepted the amendment.

Amended motion (Fenner/Wenstrom)- to provide for emergency access from the cul de sac at a location to be determined, which once determined would be vacated upon an alternative access is obtained. Pfannerstill asked for a roll call-

Wenstrom- yes	Wallschlager- yes
Hallquist- yes	Fenner- yes
Schneeberger- yes	Pfannerstill- no

Motion passes as stated, 4 yes, 2 no.

Pfannerstill said the last thing to talk about is the public vs private roads.

Motion (Pfannerstill/Wallschlager) to approve private roads without access to the public the condominium association aka Neumann development has the ability to say they do not want thru traffic, and hold that as a private condo plat.

Discussion- Fenner asked Mr. Neumann with that motion- if it passes, he indicated he may make some changes to the development including eliminating the public components from the path system and what other changes would he make. Mr. Neumann said if it a private development road layout and profile, the accessibility to the paths they will be building and the condo association would be maintaining that everything is private with the exception of the necessary services. Fenner asked if they would be eliminating the connectivity to the east and Mr. Neumann said potentially the only reason they would want to keep something there is for their ability to (inaudible). Mr. Neumann said if the only thing is the water and sewer services then the question he would need to ask his team is really what we should be doing, is it really the development they should be doing. Mr. Neumann reiterated that he doesn't think it is fair for the future residents not to have the same public services as other residents.

Pfannerstill said to roll call the question that the roads be private roads that are not maintained by the village.

Roll call-

Wenstrom- no	Wallschlager- private
Hallquist- no	Fenner- no
Schneeberger- no	Pfannerstill- yes

Motion failed. 4 – no's, 2 yes.

Motion (Fenner/ Hallquist) to have the roads public in the condominium development with all of the public amenities associated with it.

Roll call-

Wenstrom- yes	Wallschlager- no
Hallquist- yes	Fenner- yes
Schneeberger- yes	Pfannerstill- no

Motion passed 4 yes, 2 no.

7. Adjourn

Motion (Wenstrom/Schneeberger) to adjourn. Carried (6-0). Meeting adjourned at 9:23 PM.

Respectfully submitted by
Recording Secretary,

Deidre Bush y, Deputy Clerk



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

Job Address			
Lot 103	Block	Subdivision Four Winds	Key No. HAV0391103
Owner Geoff & Angela Seufert			Phone 262-442-7000
Address 1197 Four Winds Way		City Hartland	State WI Zip 53029
Contractor TBD	Phone	FAX	E-Mail Address
Address		City	State Zip

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

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

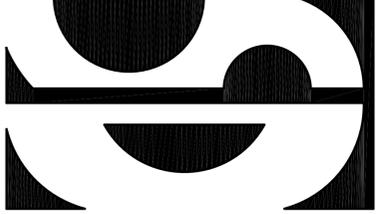
All applications for consideration by the Architectural Board are subject to the policies described in this document.

One & Two Family

- Four (4) bound sets of construction plans and application material and one (1) electronic copy of all submittals. One set of plans must be stamped "approved by the developer" if required.
- These plans may be reused to apply for the building permit. Building elevations are all that is necessary to obtain Architectural Board approval. Although it is recommended that complete construction plans along with other building permit application material be submitted in order to begin the permit process as soon as possible after the meeting.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.
- Four (4) site plans. These site plans must be detailed and dimensioned and may also be reused to apply for the building permit. One set of site plans must be stamped "approved by the developer" (if applicable).
- Three (3) plats of survey are required for new dwellings at the time of building permit application.

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

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



SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

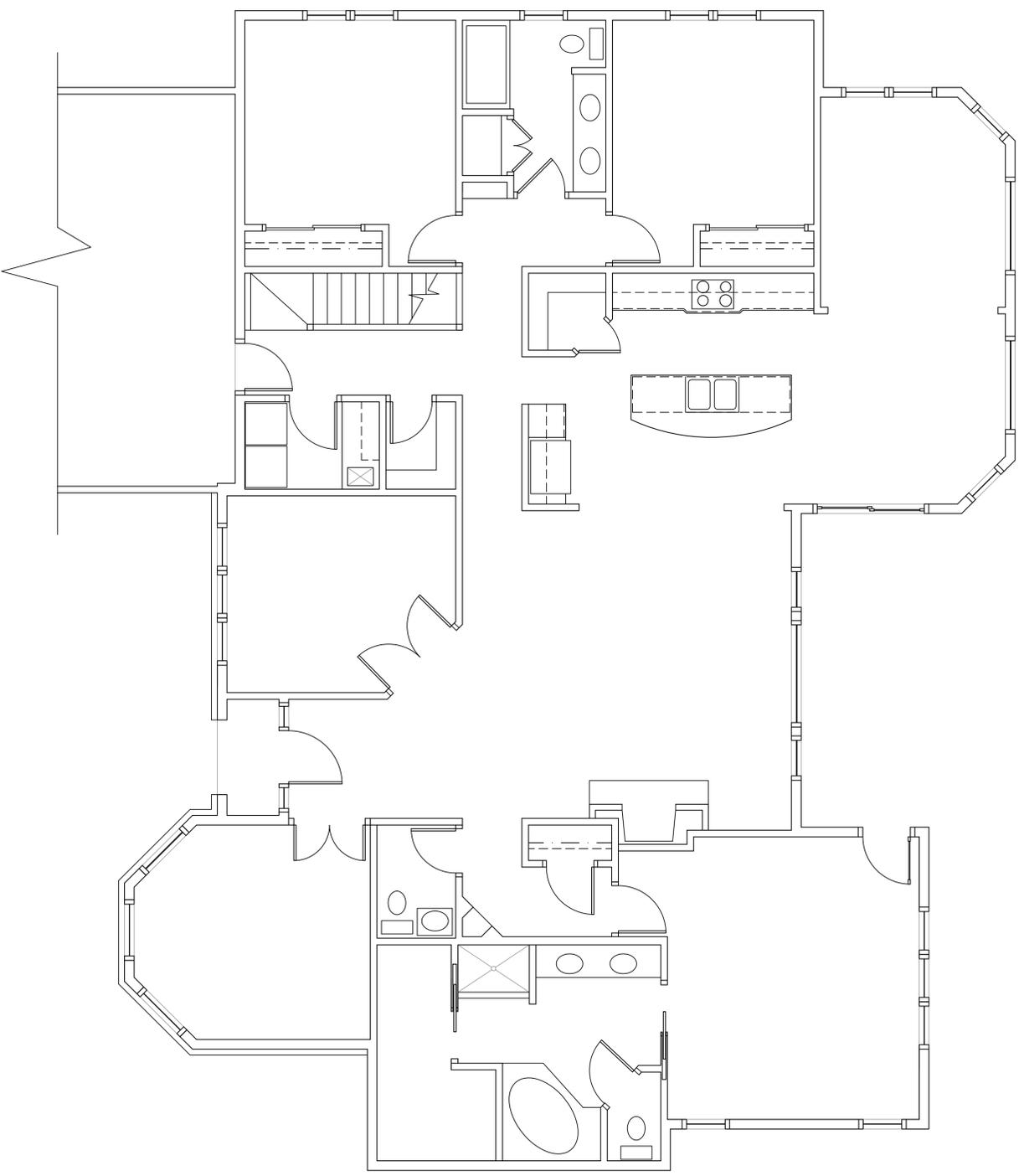
145 STONEFIELD COURT
WALKERSVILLE, WISCONSIN
53186
(262) 221-1228

PROJECT:

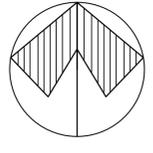
NEW
Remodeling/
Addition
FOR

Seufert
Family
Geoff & Angela

1191
Four Winds Way
Hartland
Wisconsin



EXIST. FIRST FLOOR PLAN
SCALE 1/4"=1'-0"



BID SET

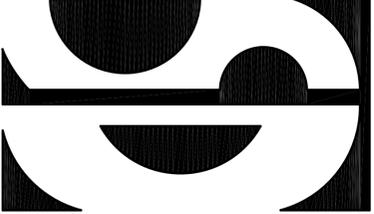
ALL IDEAS, DESIGN ARRANGEMENTS, AND PLANS REPRESENTED
HEREIN ARE THE SOLE PROPERTY OF SWEET DESIGNS. NO REPRODUCTIONS
OR REUSE OF ANY PARTS OF THIS DOCUMENT ARE ALLOWED WITHOUT ARCHITECTS CONSENT.

EXISTING
FLOOR PLANS

DATE :
09/25/18

SHEET NO.

EX-1



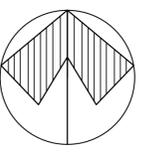
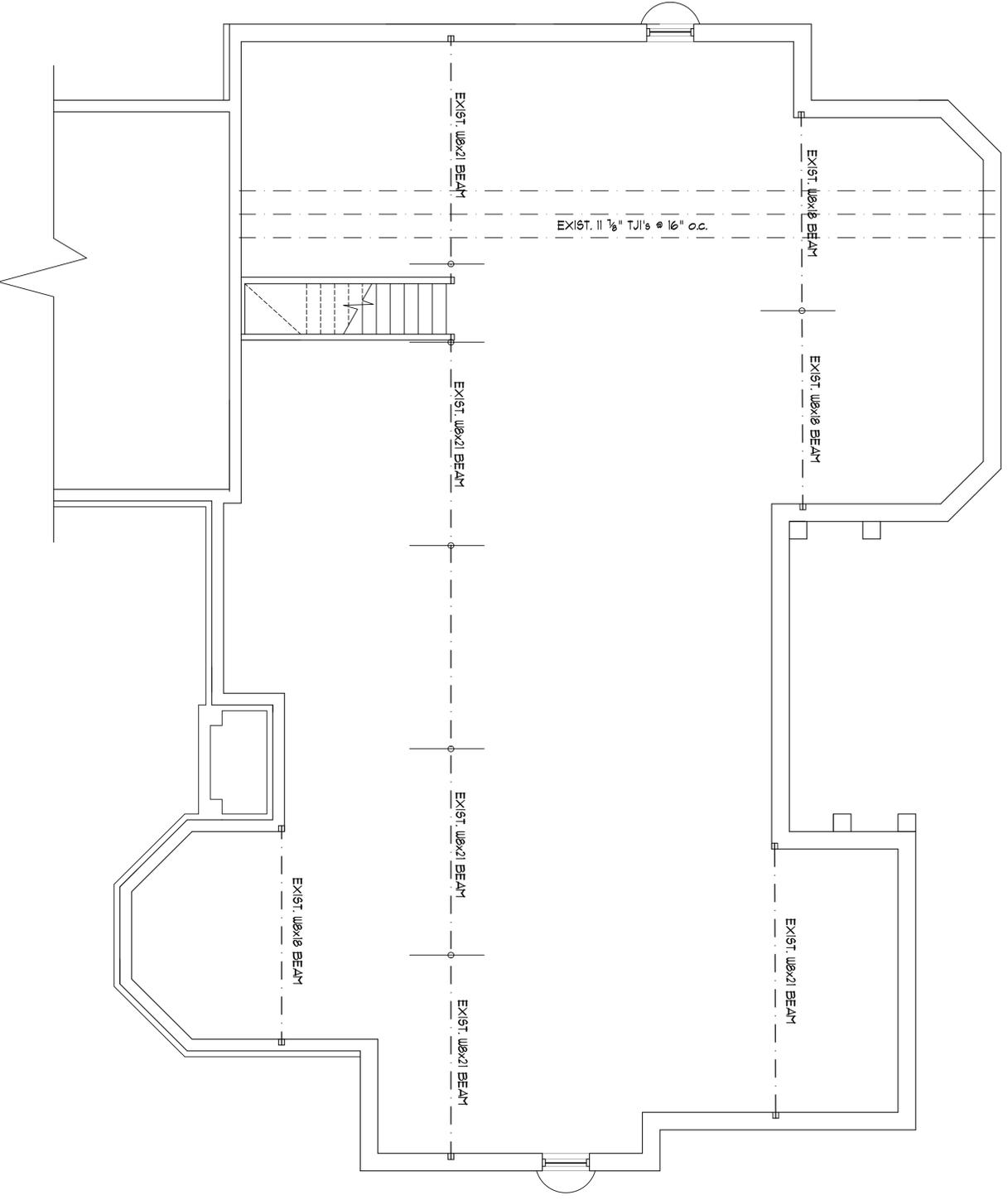
SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

1435 STONEFIELD COURT
WAUKESHA, WISCONSIN
53156
(262) 221-1228

PROJECT:

NEW
Remodeling/
Addition
FOR
Seufert
Family
Geoff & Angela

119T
Four Winds Way
Hartland
Wisconsin



EXIST. FOUNDATION PLAN
SCALE 1/4"=1'-0"

BID SET

ALL IDEAS, DESIGN ARRANGEMENTS, AND PLANS REPRESENTED BY THESE DRAWINGS ARE OWNED BY AND PERTAIN TO THE PROJECT ARCHITECT. NO REPRODUCTION OR ALTERATION IS ALLOWED WITHOUT ARCHITECT'S CONSENT.

EXISTING
FLOOR PLANS

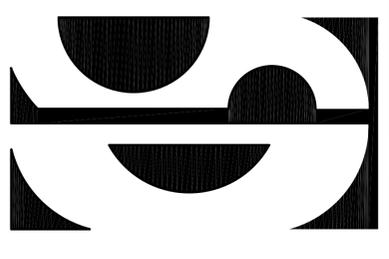
DATE :
09/25/18

SHEET NO.

EX-2

ALL IDEAS, DESIGN, DRAWINGS, AND PLANS RESERVED BY THE DRAWING ARE OWNED BY AND REMAIN THE PROPERTY OF SWEET DESIGNS. NO REPRODUCTIONS ALLOWED WITHOUT ARCHITECT'S CONSENT.

BID SET



SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

1435 STONEFIELD COURT
WAUKESHA, WISCONSIN
53186
(262) 271-1228

PROJECT:

NEW
Remodeling/
Addition
FOR

Seufert
Family
Geoff & Angela

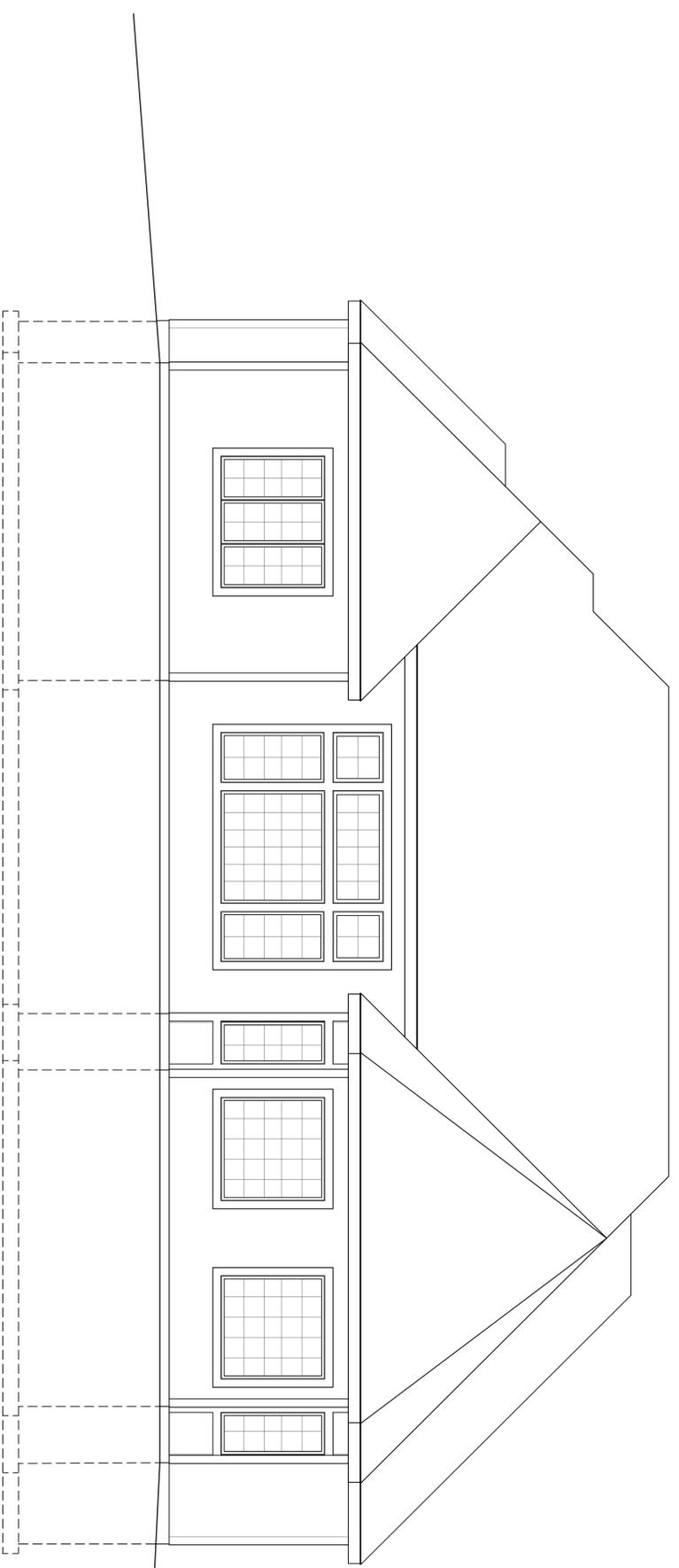
1197
Four Winds Way
Hartland
Wisconsin

EXISTING
EXT. ELEVATIONS

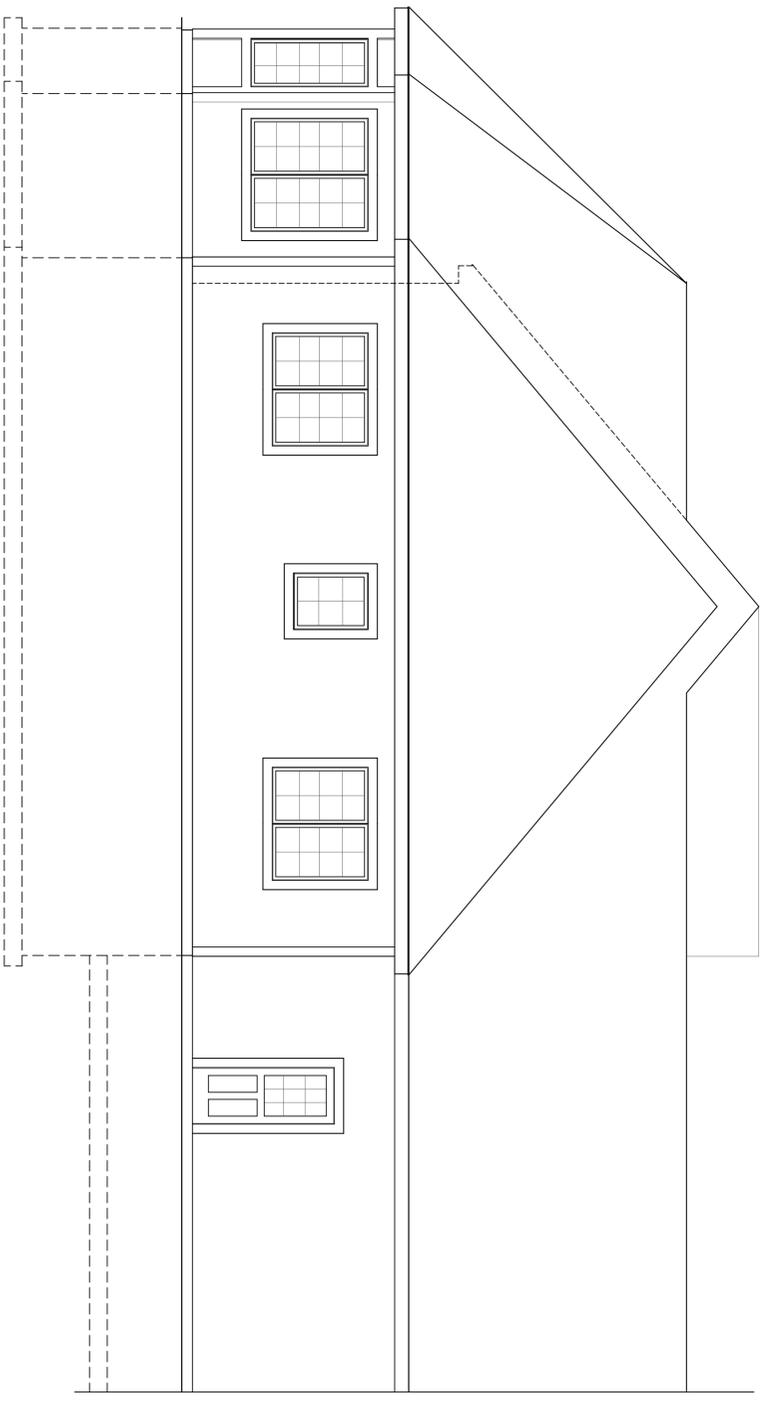
DATE :
09/25/18

SHEET NO.

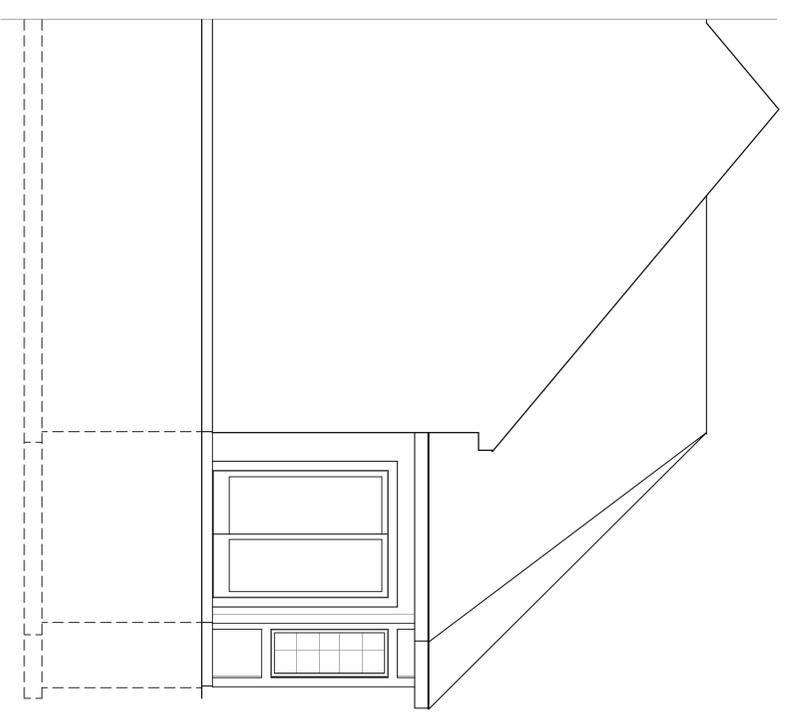
EX-3



EXISTING REAR ELEVATION



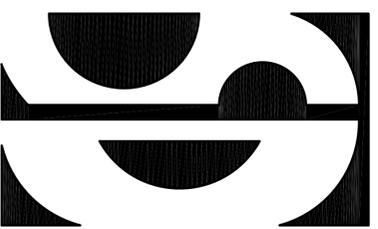
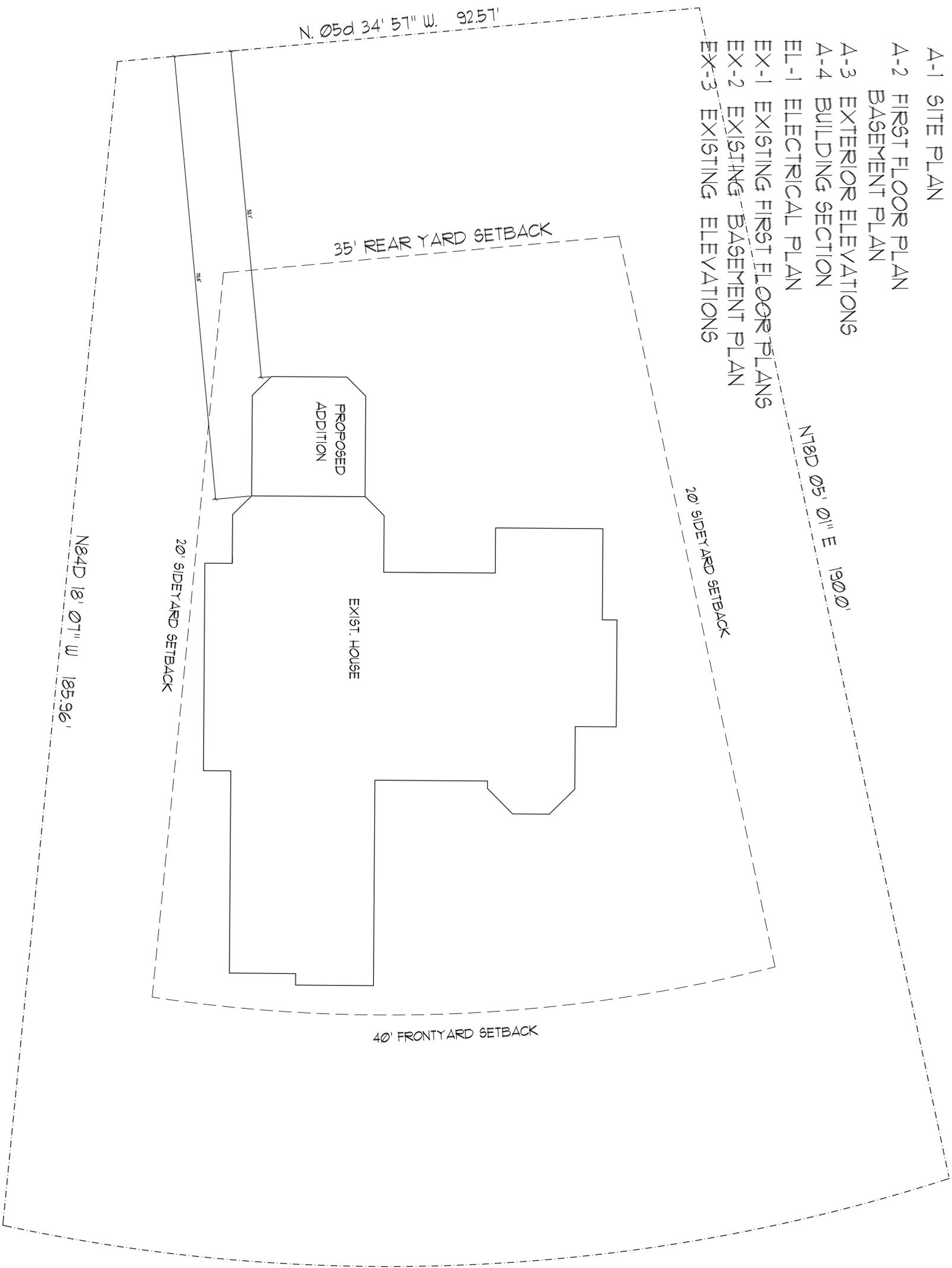
EXISTING SIDE ELEVATION



EXISTING SIDE ELEVATION

SHEET INDEX

- A-1 SITE PLAN
- A-2 FIRST FLOOR PLAN
BASEMENT PLAN
- A-3 EXTERIOR ELEVATIONS
- A-4 BUILDING SECTION
- EL-1 ELECTRICAL PLAN
- EX-1 EXISTING FIRST FLOOR PLANS
- EX-2 EXISTING BASEMENT PLAN
- EX-3 EXISTING ELEVATIONS



SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

1435 STONEFIELD COURT
LAKEESHAW, WISCONSIN
53126
(262) 221-1228

PROJECT:

NEW
Remodeling/
Addition
FOR

Seufert
Family
Geoff & Angela

1191
Four Winds Way
Hartland
Wisconsin

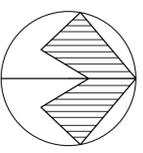
FOUR WINDS WAY

SITE PLAN

DATE :
09/25/18

SHEET NO.

A-1

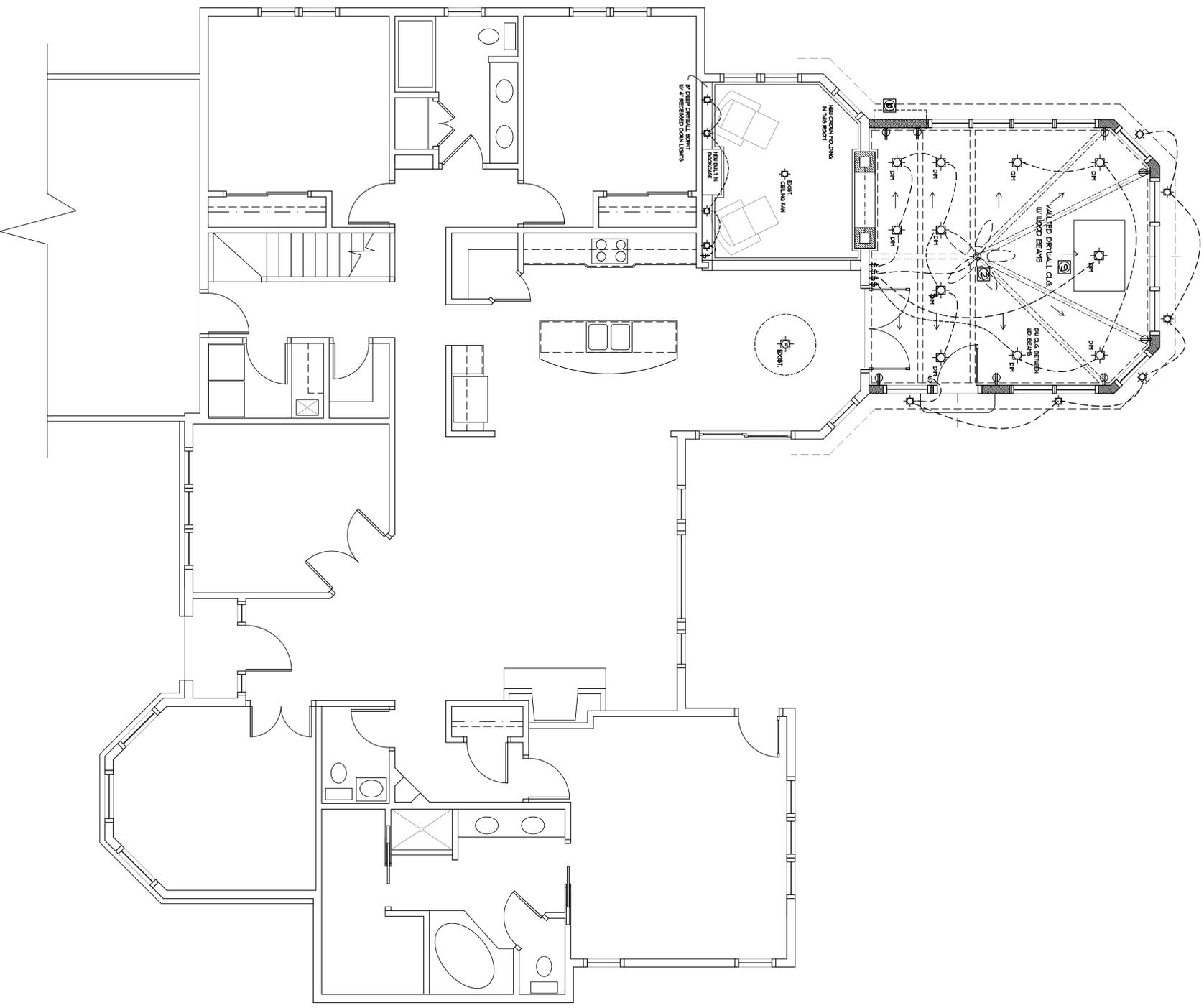


SITE PLAN

SCALE 1/8"=1'-0"

BID SET

ALL IDEAS, DESIGN ARRANGEMENTS, AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND REMAIN THE PROPERTY OF SWEET DESIGNS. NO REPRODUCTIONS ALLOWED WITHOUT ARCHITECT'S CONSENT.

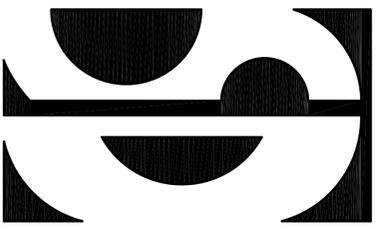


ELECTRICAL SYMBOLS

- VERIFY LOCATION OF ALL FIXTURES WITH OWNER AFTER FRAMING IS ROUGHED IN
- DUPLEX OUTLET
- DUPLEX OUTLET - BOTTOM HALF SWITCHED
- DUPLEX OUTLET WITH GROUND FAULT INTERRUPTOR
- PENDANT MOUNTED LIGHT FIXTURE
- BARE BULB LIGHT FIXTURE
- SURFACE MOUNTED LIGHT FIXTURE
- 5" RECESSED INCANDESCENT LIGHT FIXTURE WITH PIN HOLE TRIM
- 5" RECESSED INCANDESCENT LIGHT FIXTURE
- 5" RECESSED INCANDESCENT LIGHT FIXTURE WITH DIMMER
- 5" RECESSED INCANDESCENT LIGHT FIXTURE W/LEN6 COVER
- WALL MOUNTED EXTERIOR LIGHT FIXTURE
- INTERIOR LIGHT SCENGE
- DUPLEX FLOOR OUTLET-VERIFY LOCATION WITH OWNER
- CABLE TV OUTLET- VERIFY LOCATION WITH OWNER
- EXHAUST FAN
- CEILING FAN
- CEILING FAN WITH LIGHT
- GARBAGE DISPOSAL
- OUTLET FOR EXHAUST FAN OVER STOVE
- GARAGE DOOR OPENER- PROVIDE POWER TO THIS LOCATION
- IN FLOOR TILE WARNER
- POWER FOR MITSUBISHI WALL UNIT
- RECESSED SHOWER LIGHT WITH COVER
- USB/SINGLE ELEC. OUTLET
- HOSE BIB
- SMOKE DETECTOR

ELECTRICAL CONTRACTOR NOTES:

- ELECTRICIAN TO WORK WITH OWNER ON CO-ORDINATION OF THE FOLLOWING OWNER SUPPLIED ITEMS:
- (SPEAKER SOUND)/ CABLE TV



SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

1435 STONEFIELD COURT
 WAUKESHA, WISCONSIN
 53150
 (262) 227-1228

PROJECT:

NEW
 Remodeling/
 Addition
 FOR
 Seufert
 Family
 Geoff & Angela

1191
 Four Winds Way
 Hartland
 Wisconsin
 EXIST. W/ 2x12 BEAM

PROPOSED
FIRST FLOOR
ELECTRICAL

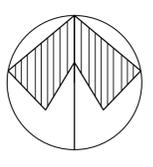
DATE :
 09/25/18

SHEET NO.

EL-1

PROPOSED FIRST FLOOR ELECTRICAL

SCALE 1/4" = 1'-0"



ALL LEGAL DESIGN ARRANGEMENTS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND REMAIN THE PROPERTY OF SWEET DESIGNS. NO REPRODUCTIONS ALLOWED WITHOUT ARCHITECT'S CONSENT.

BID SET

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SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

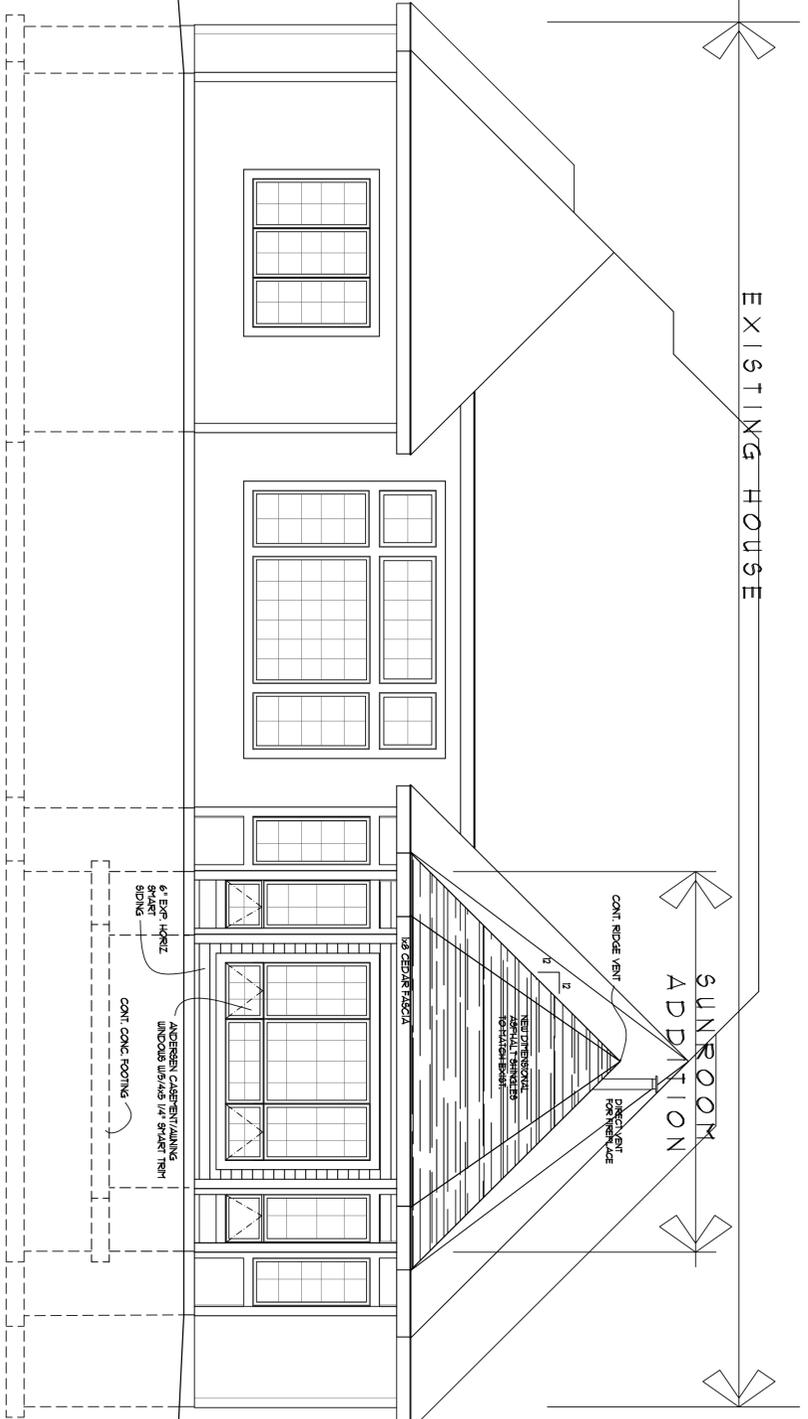
1435 STONEFIELD COURT
 WAUKESHA, WISCONSIN
 53186
 (262) 227-1228

PROJECT:

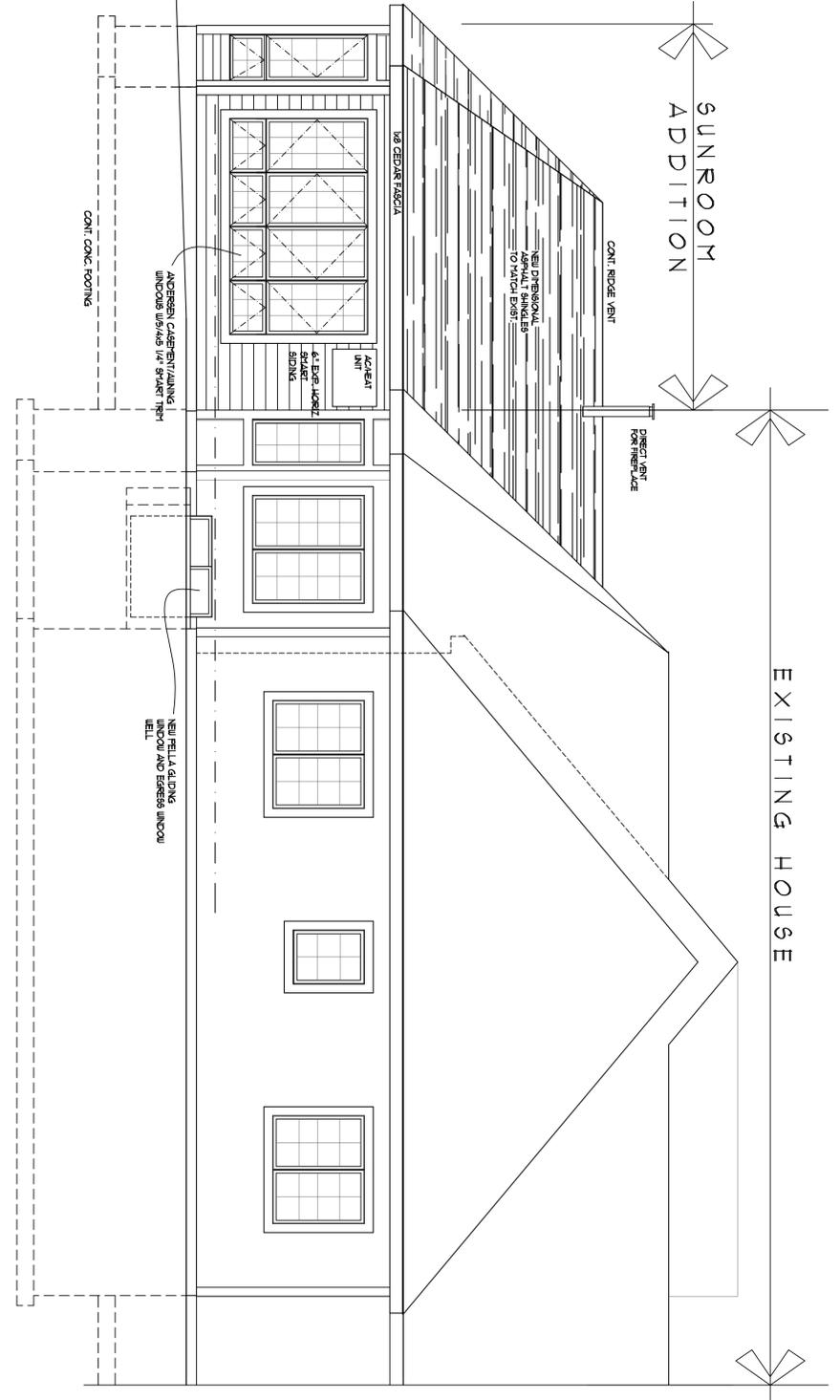
NEW
 Remodeling/
 Addition
 FOR

Seufert
 Family
 Geoff & Angela

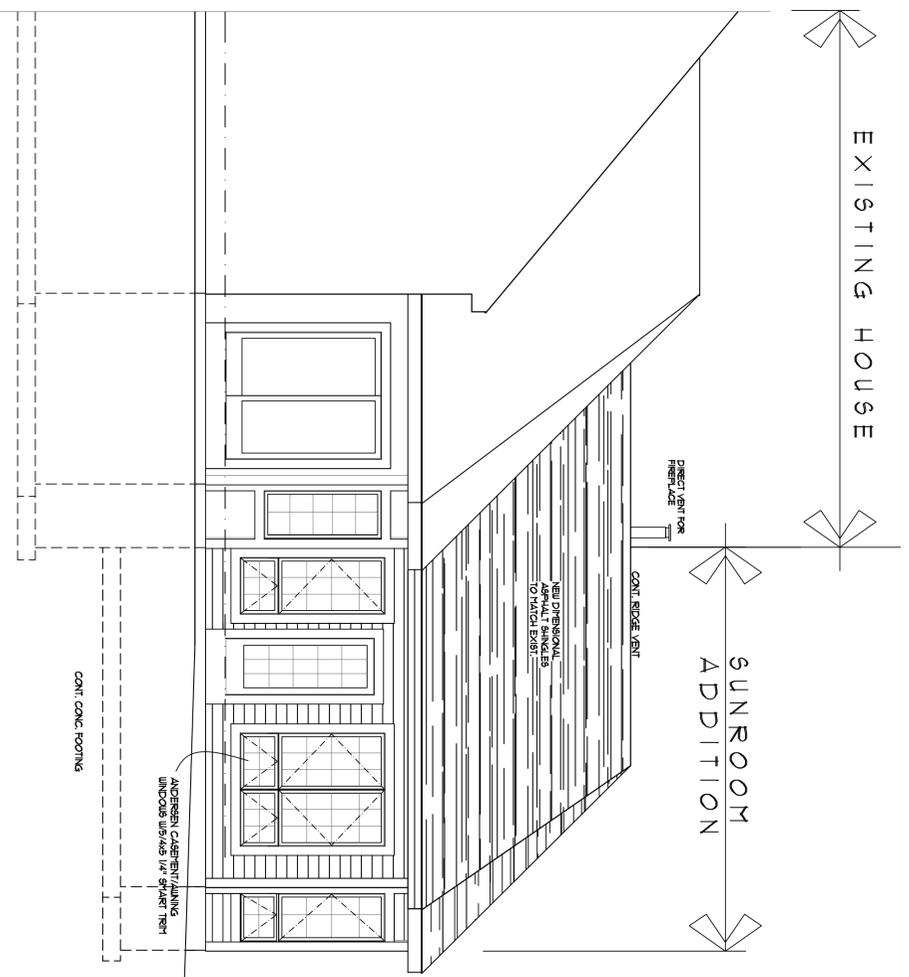
1191
 Four Winds Way
 Hartland
 Wisconsin



PROPOSED REAR ELEVATION



PROPOSED SIDE ELEVATION



PROPOSED SIDE ELEVATION

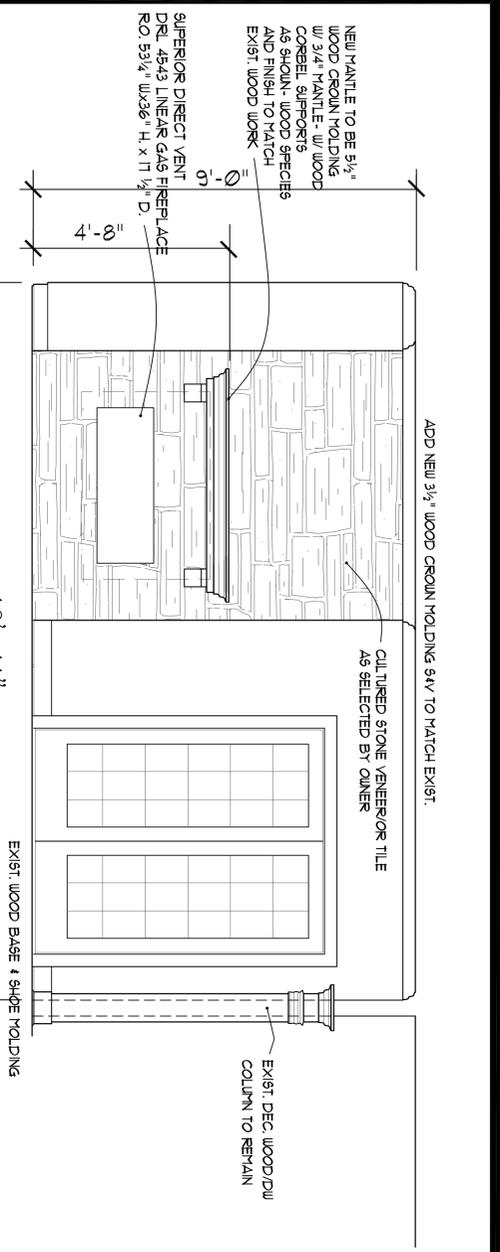
BID SET

A-3

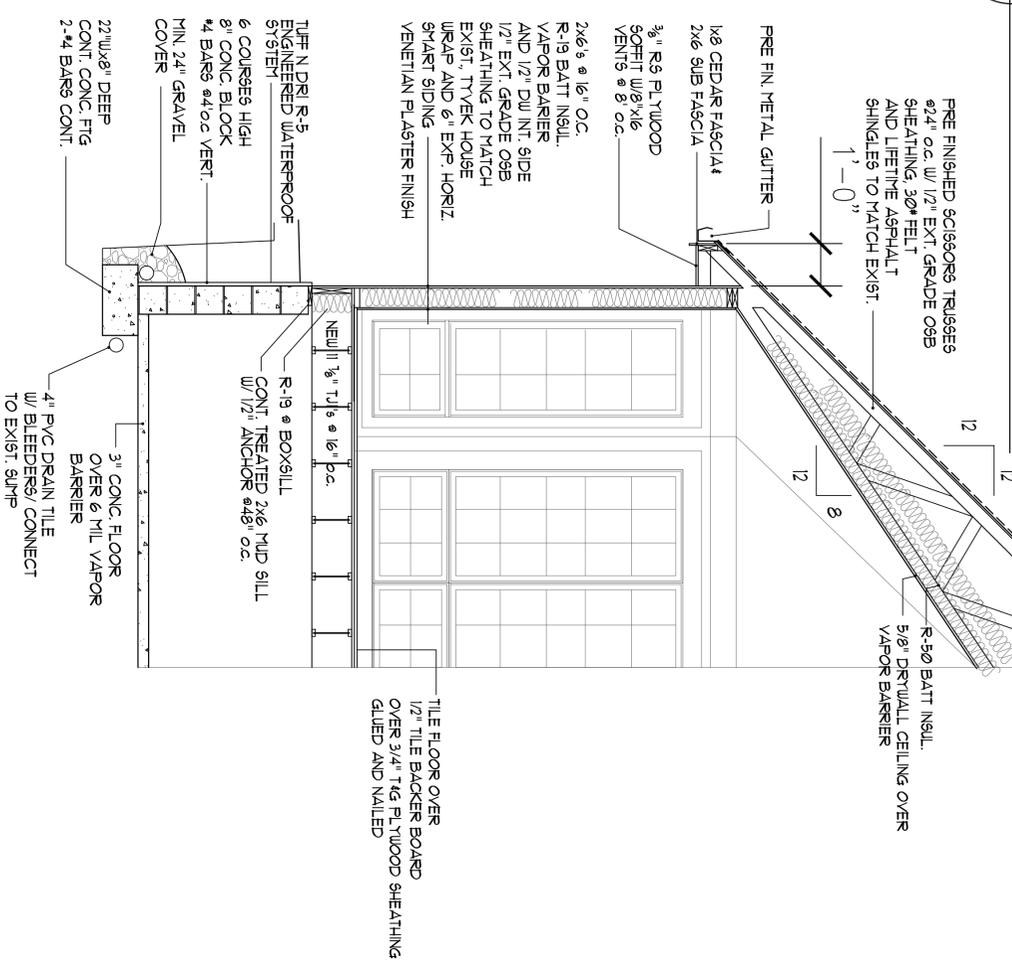
PROPOSED
 ELEVATIONS

DATE :
 09/25/18

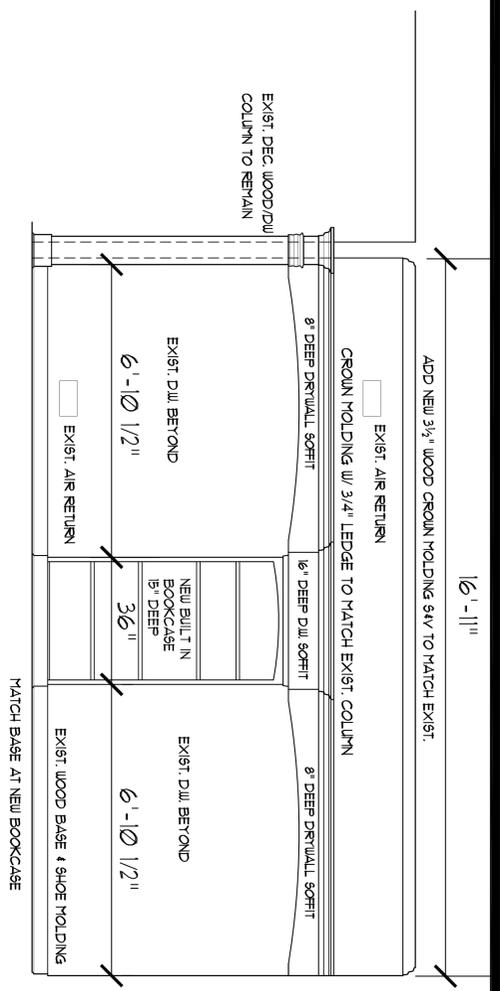
SHEET NO.



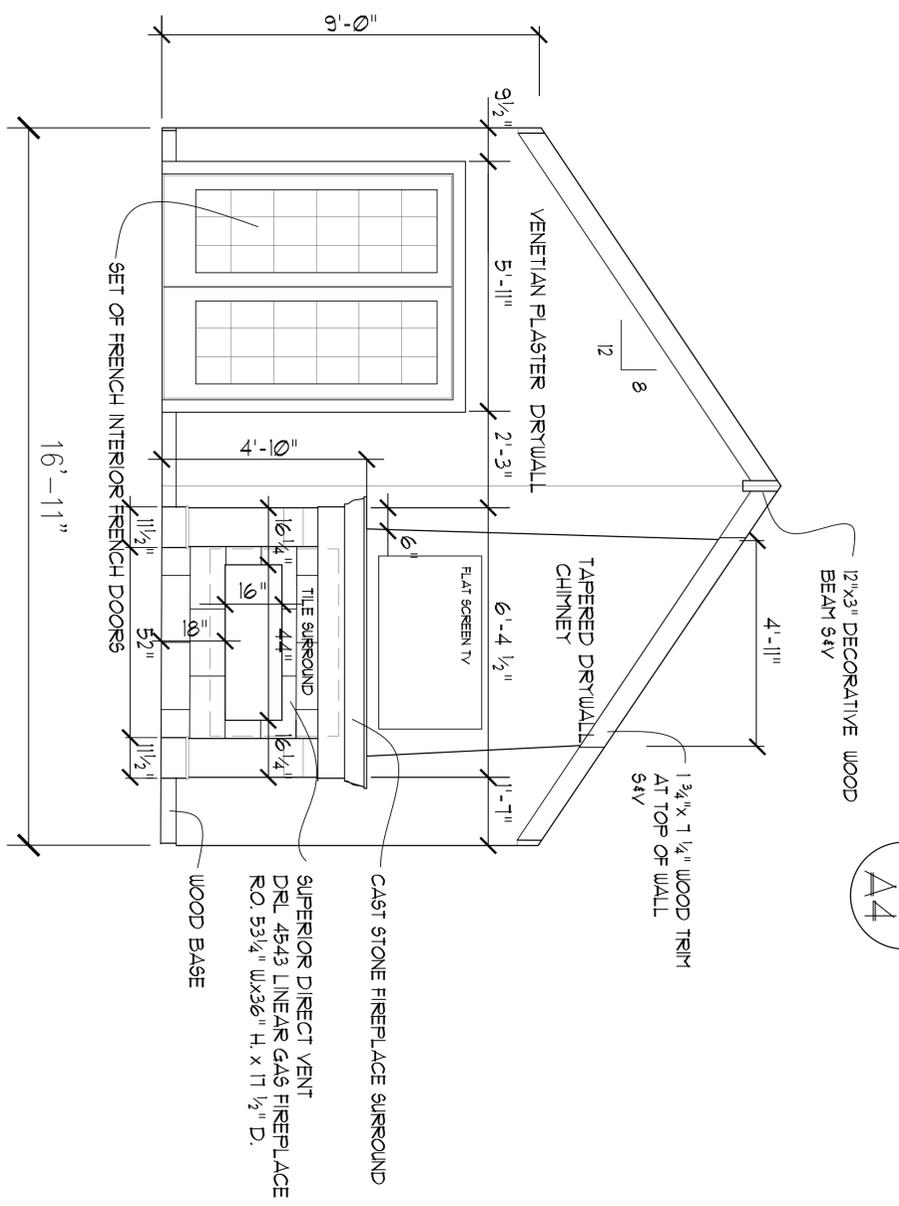
3 INTERIOR ELEV.



1 CROSS SECTION



4 INTERIOR ELEV.

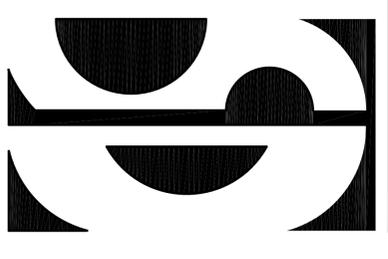


2 ELEV. @ FIREPLACE

SCALE 1/2" = 1'-0"

BID SET

ALL IDEAS, DESIGN ARRANGEMENTS, AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND REMAIN THE PROPERTY OF SWEET DESIGNS. NO REPRODUCTIONS ALLOWED WITHOUT ARCHITECT'S CONSENT.



SWEET DESIGNS
JOAN M. SWEET
ARCHITECT

1435 STONEFIELD COURT
WAUKESHA, WISCONSIN
53186
(262) 221-1228

PROJECT:

NEW
Remodeling/
Addition
FOR

Seufert
Family
Geoff & Angela

1191
Four Winds Way
Hartland
Wisconsin

PROPOSED
BLDG. SECTION

DATE:
09/25/18

SHEET NO.

A-4

THOMAS TRUST DATED MARCH 27
2007
1212 FOUR WINDS
HARTLAND WI 53029-8561

LUKE B SZAFRANSKI AND GWENDOLYN
SZAFRANSKI
1206 FOUR WINDS WAY
HARTLAND WI 53029

STEPHEN PROELL AND ANGELA PROELL
1200 FOUR WINDS WAY
HARTLAND WI 53029

ADAM PHILIP GRYGLAS LIVING TRUST
DATED 10-21-2014
1194 FOUR WINDS WAY
HARTLAND WI 53029-8557

ROBERT R LANDWEHR AND KAREN M
ECKER
1188 FOUR WINDS WAY
HARTLAND WI 53029

XIAOXU LIU AND YANG ZHANG
1182 FOUR WINDS WAY
HARTLAND WI 53029

MICHAEL GUETZKE AND REBECCA
GUETZKE
1176 FOUR WINDS WAY
HARTLAND WI 53029

JEFFREY J KALSCHUR AND LAURA J
KALSCHUR
1221 FOUR WINDS WAY
HARTLAND WI 53029-8561

AARON T KOWAL AND LAURA C KOWAL
1217 FOUR WINDS WAY
HARTLAND WI 53029

PETER SCHLEICHER AND MARY
SCHLEICHER
1213 FOUR WINDS WAY
HARTLAND WI 53029-8561

BRANDON L JACKSON AND SARA
JACKSON
1205 FOUR WINDS WAY
HARTLAND WI 53029-8561

GEOFF SEUFERT AND ANGELA R
SEUFERT
1197 FOUR WINDS WAY
HARTLAND WI 53029

HORKAN 2006 REVOCABLE TRUST
1189 FOUR WINDS WAY
HARTLAND WI 53029

JAY B HOFKAMP AND KIMBERLY K
HOFKAMP
406 PRAIRIE GRASS CT
HARTLAND WI 53029

CURT L LEBEAU AND KATHLEENE M
LEBEAU
398 PRAIRIE GRASS CT
HARTLAND WI 53029

NICHOLAS P LOUGHRIN AND TARA L
LOUGHRIN
390 PRAIRIE GRASS CT
HARTLAND WI 53029-8554

BRADLEY STAVA AND JANE STAVA
388 PRAIRIE GRASS CT
HARTLAND WI 53029

GORDON H MCCANCE AND
CONSTANCE M MCCANCE
386 PRAIRIE GRASS CT
HARTLAND WI 53029-8554

MEMORANDUM

TO: Plan Commission
FROM: David E. Cox, Village Administrator
DATE: November 14, 2018
SUBJECT: The Glen at Overlook Trails



The Plan Commission is asked to give review to the proposed Glen at Overlook Trails development proposal as part of its November 22, 2018 meeting. The Plan Commission's review is facilitated by actions taken by the Village Board at its last meeting through which it has provided input for the Commission. That matter will be discussed below. As a reminder, the Glen at Overlook Trails has been proposed by Neumann Development on an approximately 39-acre parcel it owns. The development consists of 50 single family homes in a development under condominium ownership. The home sites are clustered in the south, southeast and east portions of the site to preserve an Isolated Natural Resource Area on the northwest portion of the site. The proposed development has been considered using the Planned Unit Development process.

At its November 12 meeting, the Village Board:

- Approved a motion to concur with the Plan Commission that no access will be provided at Southern Oak Drive.
- Approved a motion to concur with the Plan Commission that emergency access would route directly to CTH K.
- Approved a motion to concur with the Plan Commission that the development will include public roads with public maintenance.
- Approved a motion to indicate that the Village Board is willing to use Eminent Domain to acquire underground utility access easements only if negotiation between developer and property owner fails.
- Gave first reading to ordinances that annex and zone the parcel.

The actions by the Village Board allow the Plan Commission to give final review to the project and consider its recommendations. A Planned Unit Development Agreement has been drafted for the Plan Commission's consideration. In it, proposed findings of the Plan Commission as well as conditions of the approval are defined. The Commission is encouraged to provide any adjustments it wishes to see in the document as part of the meeting.

In the time since the Commission last met on this topic, a question was received regarding other condominium developments in the Village and the situation of the roads. Specifically, the question was whether others had public roads. Staff identifies the following condominiums in the Village and the road situation.

1. Windstone Terrace Condominium – Apartment style condos with a private drive shared with Summit Lake Apartments
2. Bristlecone Pines Condominiums – Duplex condos on Sweetbriar Lane in the northwest part of Bristlecone Pines. Public roads including Sweetbriar Lane and Pinegrove Court.
3. Oak Ridge Condominium – Townhouse style condos on east of Maple Avenue on Oak Ridge Drive, White Oak Trail and Sunset Trail. Private Roads.
4. Cardinal Conservancy Condominiums – Townhouse style condos south of Cardinal Lane. Private drive and parking.

The Commission will be asked to make recommendations on the development including annexation, zoning and the conditions thereof as part of the PUD, and any other matters that involve the development. The Commission should direct the Developer to prepare or modify any documents as appropriate. The Village Board will require final or near final documents as part of the PUD Agreement.

DCOverlook Trails PC 11-19-2018

cc: President and Village Board



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 SOUTHWEST 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

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

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.)

N00°25'53"E
1287.24

1285.945
1318.955
S00°30'30"W

SOUTHERN
OAK DR.

MARY HILL SUBDIVISION

S89°09'28"W 1313.76

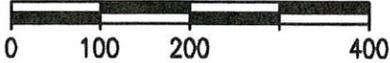
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42) 33.01 1313.71 33.01

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

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



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1400
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




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



VILLAGE OF HARTLAND
PETITION FOR:



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

OR

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

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

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

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

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



**APPLICATION FOR
PLAN COMMISSION**

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description				50 unit single family condominium development																			
Proposed Use			Residential		No. of Employees																		
Project Location								N56W28628 CTHK, Merton															
Project Name								Overlook Trails															
Owner				Overlook Trails LLC, Neumann Developments				Phone		262-542-9200													
Address				N27W24025 Paul Ct, suite 100		City		Pewaukee		State		WI		Zip		53072							
Engineer/Architect				Trio Engineering				Phone		262-790-1480		FAX		-									
Address				12660 West North Ave #7		City		Brookfield		State		WI		Zip		53005							
Contact Person			Josh Pudielko			Phone			414-801-2122			FAX			-			E-mail			jpudielko@trioeng.com		

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

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

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

Four (4) sets of bound application materials and one (1) electronic copy of all materials must be submitted.

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

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

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

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

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

VILLAGE OF HARTLAND
PETITION FOR LAND DIVISION:

EXTRATERRITORIAL PLAT REVIEW - \$100

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

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

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

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

FINAL PLAT REVIEW

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

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

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

[Signature]
Signature of Petitioner

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

262-542-9200

Phone



NOTE:

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

CSM fees + \$300 Professional Fee Deposit

Or

Preliminary Plat Review Fees + \$1,000 Professional Fee Deposit

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

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

Final Plat Review Fees:

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

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

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

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

Submit plat and \$100 fee to:

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

REZONING EXHIBIT "A"

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

C.S.M. #3611

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

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

MARY HILL SUBDIVISION

1320.25
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18
1287.24

N00°25'53"E

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

1285.945
1318.955

S00°30'30"W

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

33.01

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

S89°09'28"W

1313.71

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

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



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1400
Fax: (262) 790-1481

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

DATE: 8/27/18

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



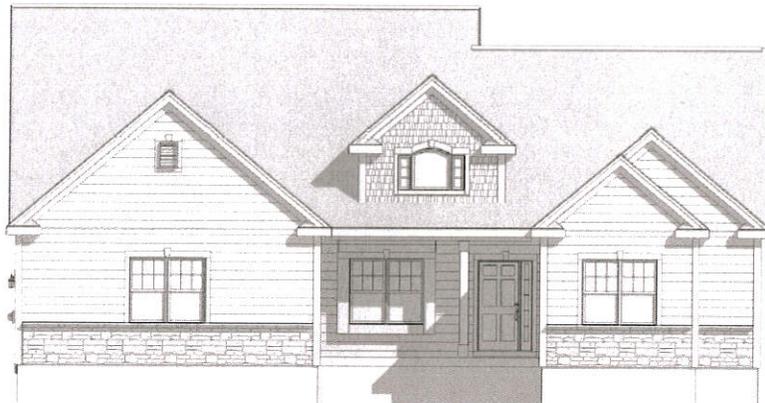
Overlook Trails

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 (if the territory is part or all of an existing parcel): MRTT0387997
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: jpudelko@trioeng.com

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

1. Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
2. Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
3. Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
 - OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
5. 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 DeCleene, 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

SOUTHERN OAK DR

MARY HILL SUBDIVISION
TAX KEY # MRTT0387999

N00°25'53"E

TAX KEY #
MRTT0387996

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

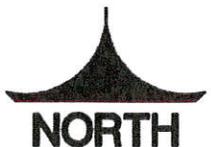
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

S89°09'28"W 1313.71

TOWN OF MERTON
VILLAGE OF HARTLAND

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

VILLAGE OF HARTLAND
TOWN OF MERTON



SCALE: 1" = 200'



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

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.)

GENERAL NOTES

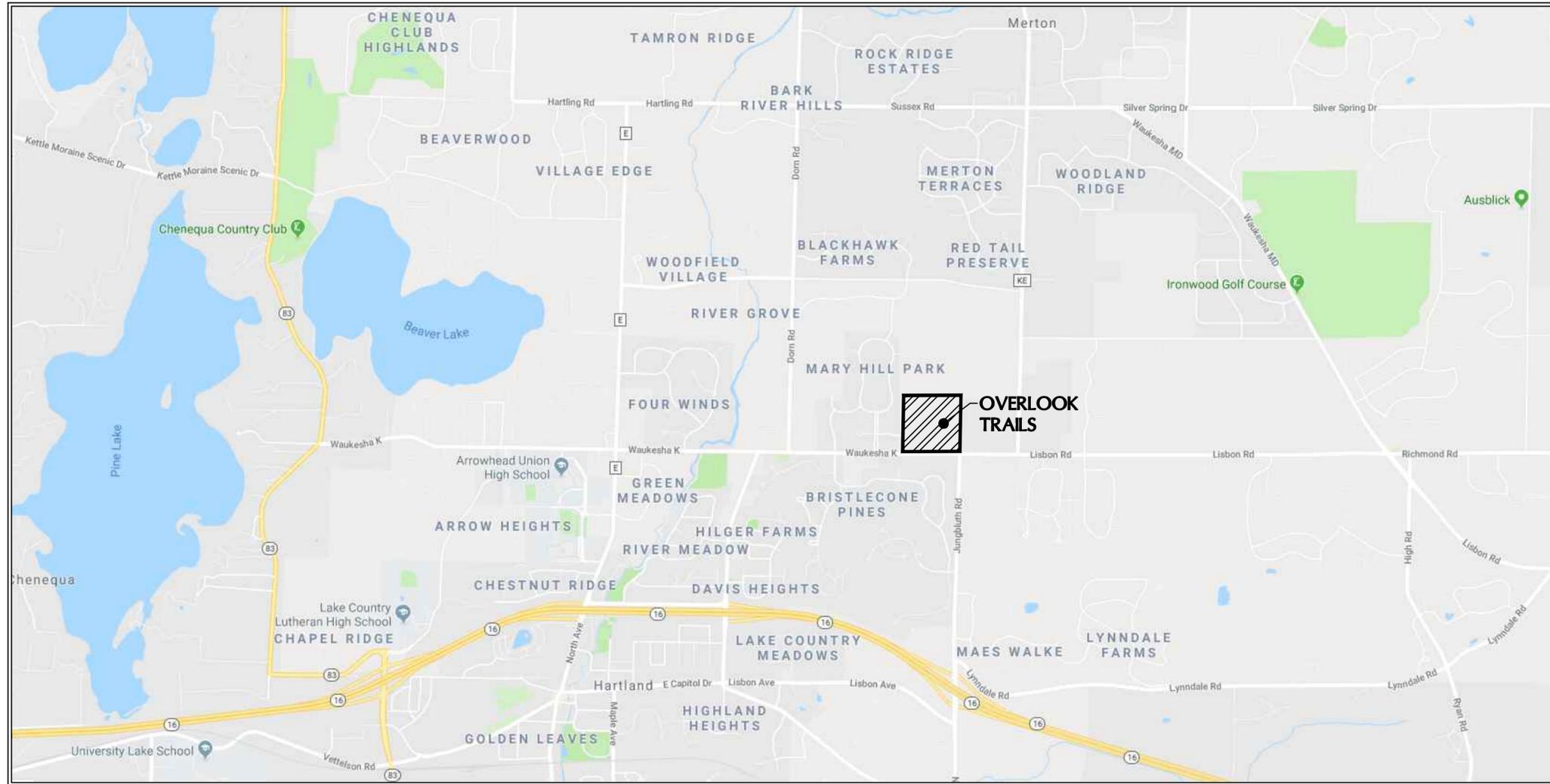
1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 -STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 -THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY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

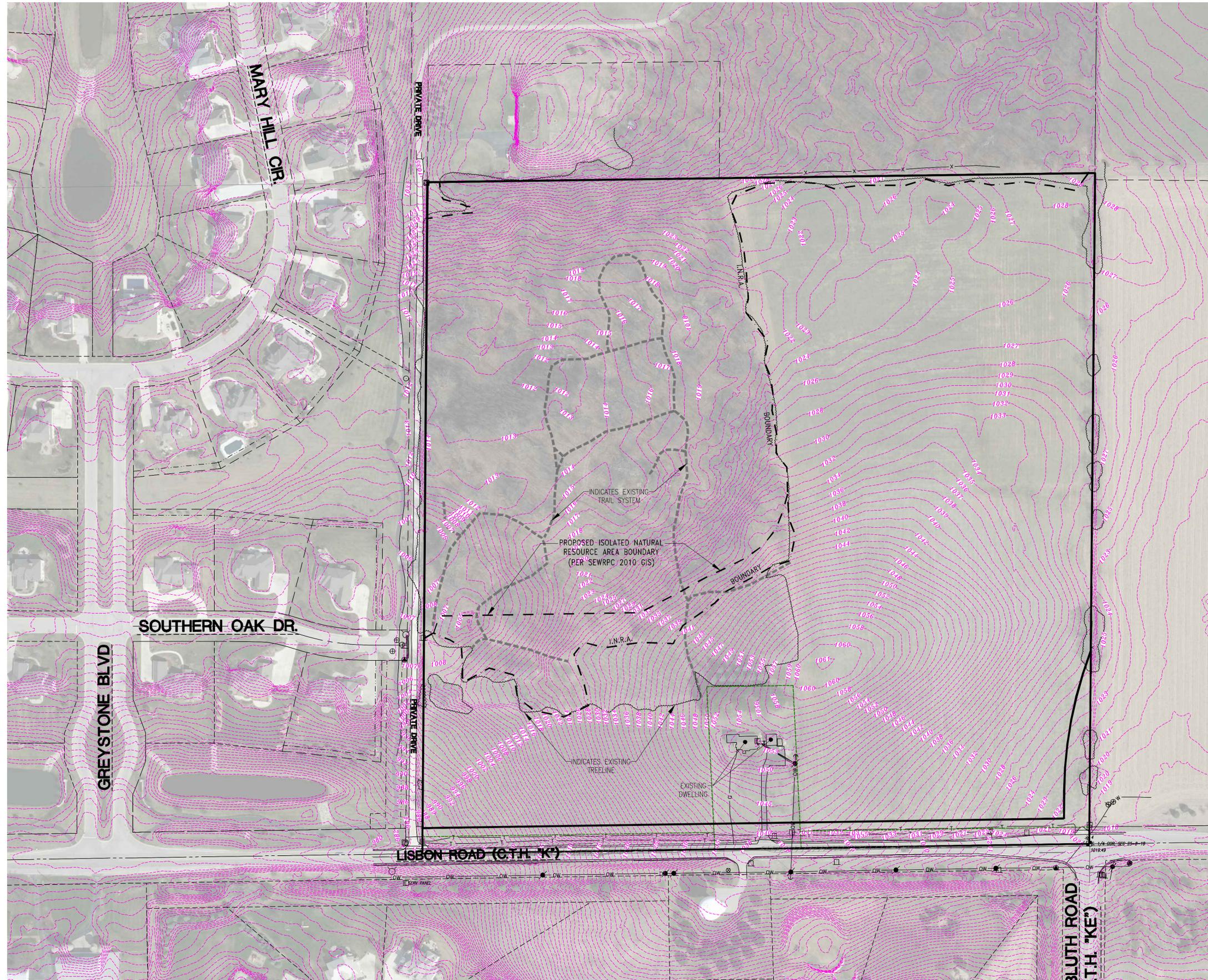
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CALL DIGGERS HOTLINE 1-800-242-8511

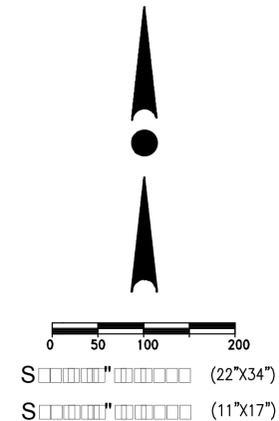
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 BROOKFIELD, WI 53005
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 EMAIL: jpudelko@trioeng.com

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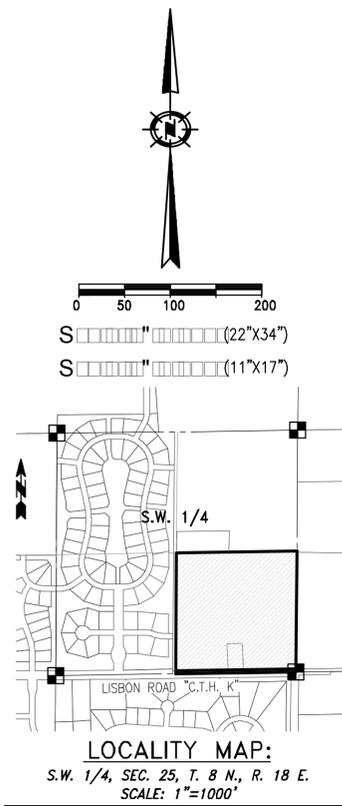
JOB NUMBER:
 17005

DESCRIPTION:
 EXISTING
 SITE PLAN

SHEET

C0.1

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

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

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

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

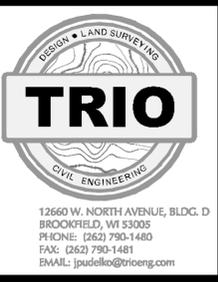
DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

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

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

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DESCRIPTION:
OVERALL PROPOSED SITE PLAN

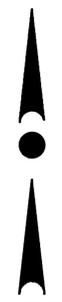
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0 50 100 200
 S (22"x34")
 S (11"x17")



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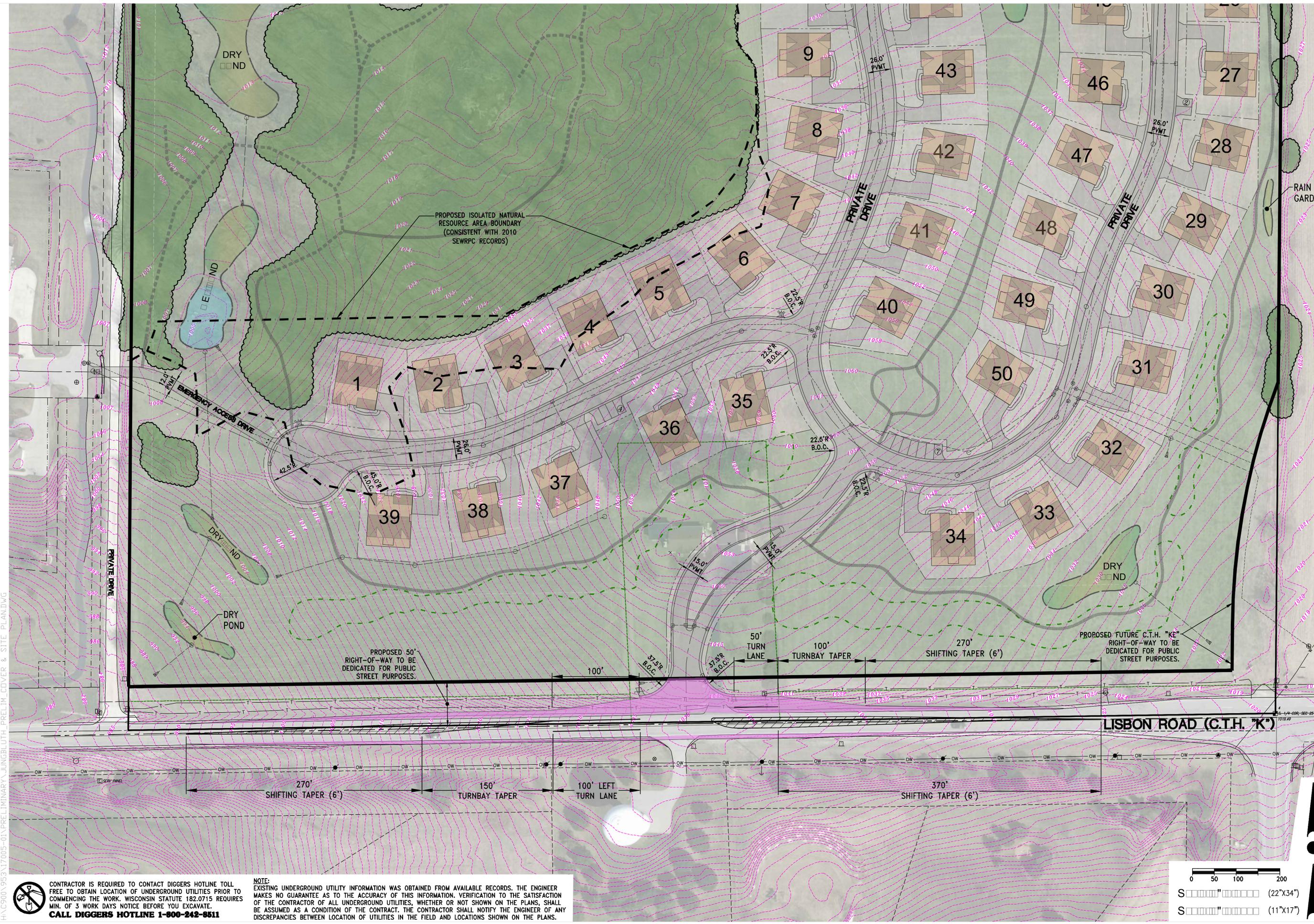
DATE:
 AUGUST 27, 2018

JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - NORTH

SHEET
C1.1

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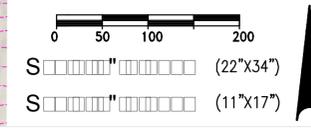
JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - SOUTH

SHEET
C1.2

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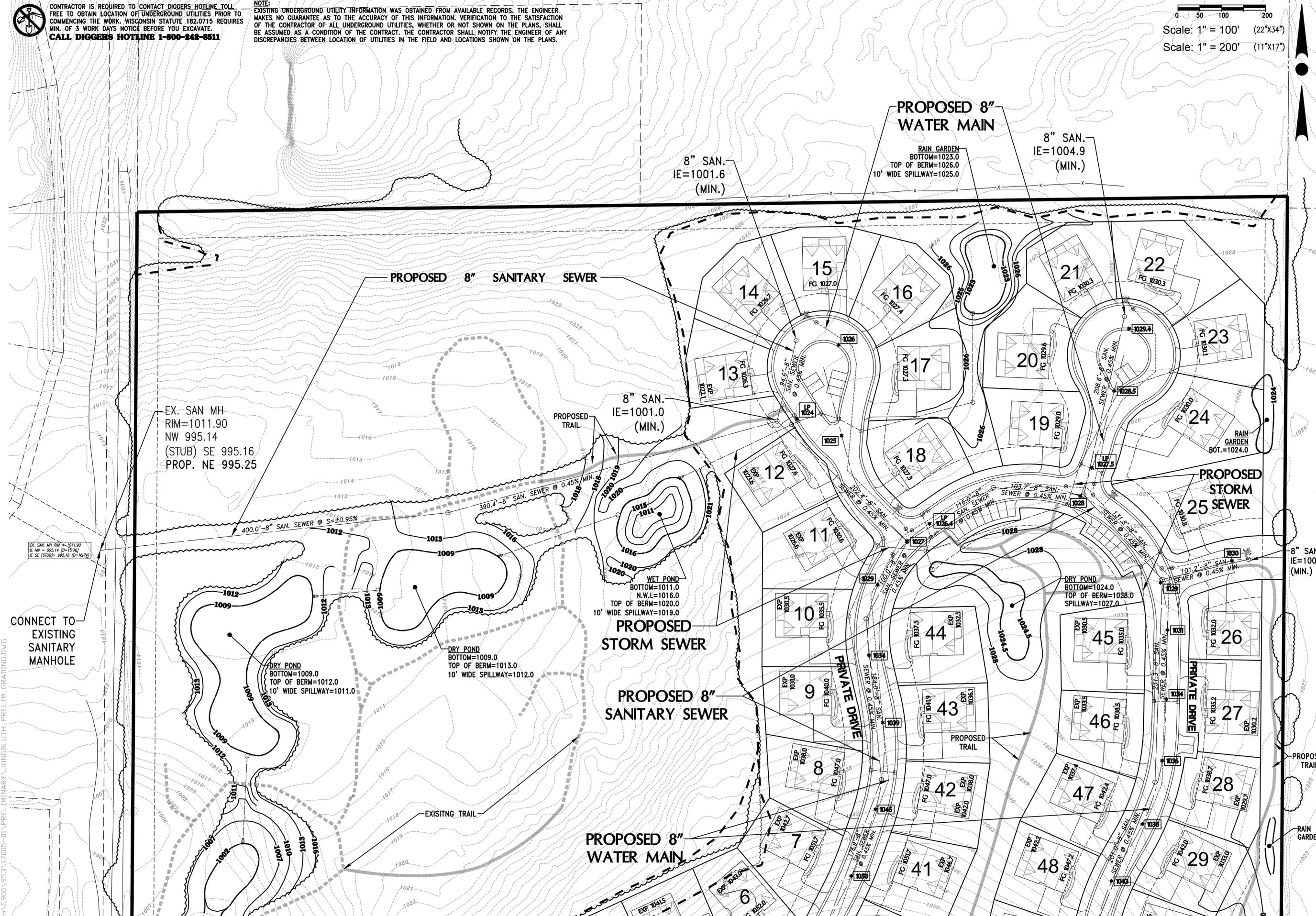
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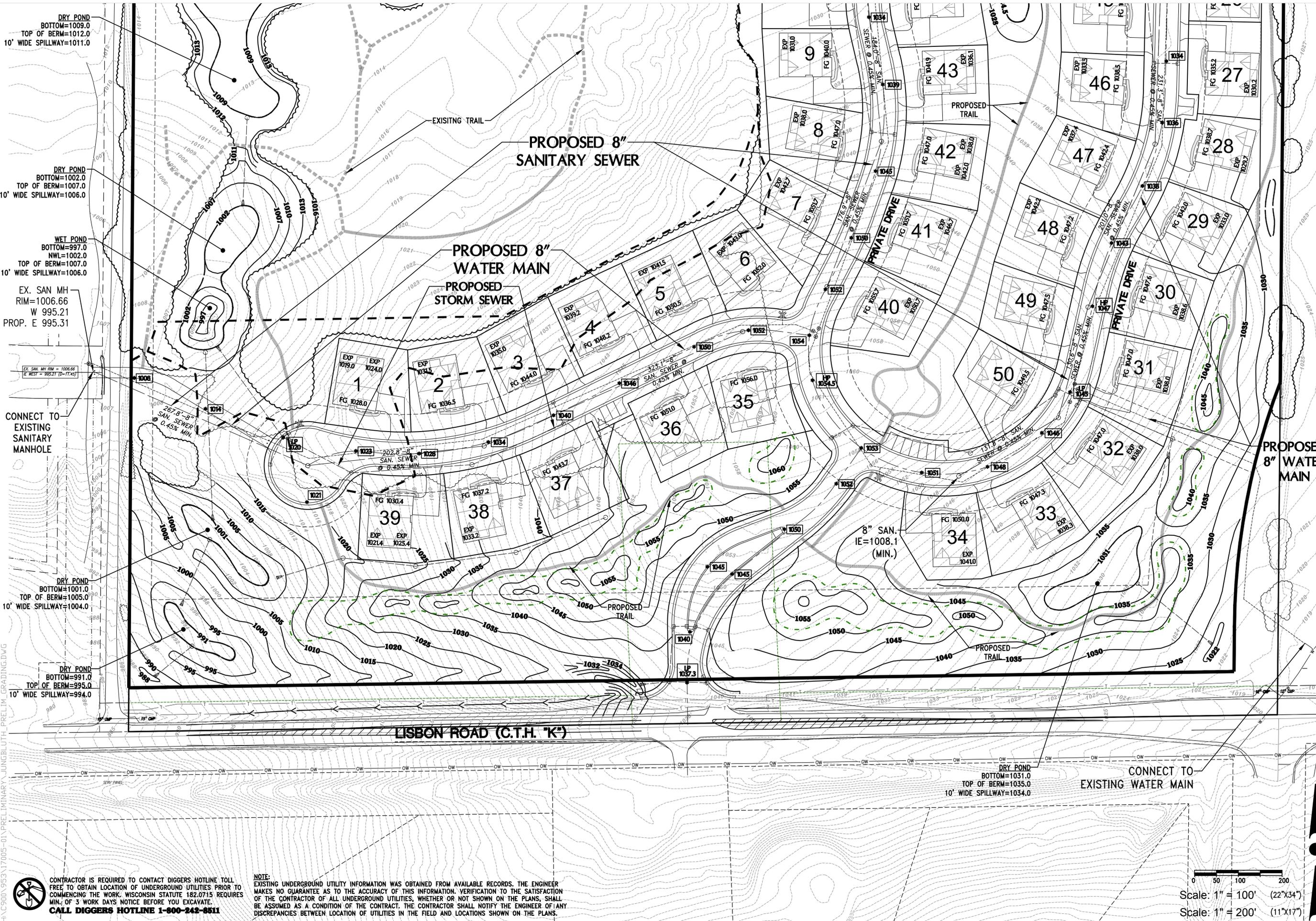
JOB NUMBER:
17005

DESCRIPTION:
GRADING
& UTILITY
PLAN - NORTH

SHEET
C2.1



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

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

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

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

CONNECT TO
EXISTING
SANITARY
MANHOLE

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

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

WISCONSIN
JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING

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GRADING
& UTILITY
PLAN - SOUTH

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David Cox

From: Amtmann, Ryan <ramtmann@ruekert-mielke.com>
Sent: Tuesday, September 04, 2018 3:45 PM
To: David Cox
Cc: Scott Hussinger; Mike Gerszewski; Dave Felkner
Subject: Overlook Trail (Neumann) Development

Dave,

Based upon the staff meeting today, the following are initial comments on the preliminary documents that were provided by Neumann for the Glen at Overlook Trails development. Feel free to add to them.

Preliminary Condominium Plat

1. Provide 20-foot wide water main easement along future Jungbluth Road (CTH KE) realignment and along the north side of Lisbon Road (CTH K) from future Jungbluth Road (CTH KE) realignment to the west property line extended of the Village's elevated tank site.

Overall Proposed Site Plan

1. Provide preliminary stormwater management plan.
 - a. Show all offsite areas draining through site.
 - b. There was a significant drainage issue from stormwater on this site traveling over frozen ground in Spring 201 that caused problems between Lots 38 and 39 of Mary Hill subdivision.
 - c. Will want to see demonstration that the frozen condition has overflow routes that protect adjacent properties.
2. Provide results of initial geotechnical investigations. There has been mention of natural springs in the wood area on the site. What are the soil characteristics in the areas of stormwater BMP's?
3. How will annual leaf accumulation in the stormwater BMP's in the wooded areas be handled.

Site Plan South – Sheet C1.2

1. Align sewer/water mains within emergency access drive on west end of site. Use additional manhole.

Grading & Utility Plan – North

1. Utilize 10" sewer pipe for 2 runs through wooded area, as a preventative maintenance measure for clogging as these sewers will be more difficult to access.
2. Coordinate with land owner to east (Siepmann) for sewer layouts/elevations for serving the 40-acre parcel to the east of this site. Provide overall map showing plan sewer location and elevations.
3. Review depths of sewers in the development and adjust for service necessary for condos and keep sewers as shallow as feasible to service this site and adjacent areas.

Grading & Utility Plan – South

1. R/M to verify water hydraulics for domestic and fire protection. B/C easterly loop to Sand Hill develop won't occur for a number of years, install a micro booster station at westerly end of site near Southern Oak Drive. Use Windrush micro booster station as the example. This provision is in addition to a check valve at the water connection and will allow for domestic water supply and pressure in the event that the booster station or the primary water feed from the east are interrupted, by providing pressurized flow from Mary Hill.
2. Locate new water main within this development, not future CTH KE right of way.
3. Provide 20-foot wide water main easement along future Jungbluth Road (CTH KE) realignment and along the north side of Lisbon Road (CTH K) from future Jungbluth Road (CTH KE) realignment to the west property line extended of the Village's elevated tank site.
4. Show preliminary location of 12-inch future water transmission main with above noted 20-foot wide easement. This main would be routed from a future water well on the 40-acre parcel to the east of this site and

needs to be routed to connect to water mains at the elevated tank. The installation of this pipe is being planned for, but not installed at this time.

Lisbon Road CTH K Plan and Profile

1. Obtain County plans for future CTH K reconstruction and show on this plan set (get plans from County).
2. Show existing Village of Hartland water main along CTH K (get plans from Village).

Other

1. R/M PLS will review the preliminary plan and annexation/zoning exhibits and legal descriptions.
2. Provide preliminary stormwater management plan – show offsite areas.
3. Verify that proposed stormwater BMP's on this site satisfactorily meet the separate requirements from the future municipal water well on 40-acre site to east.
4. Obtain easement access in 2 locations across the easterly neighbor's driveway. Also need to secure a permanent utility access easement along the neighbor's driveway where the northerly sewer crosses.
5. There have been erosion issues during construction downstream into Bristle Cone Pines golf course from the neighboring development construction in the past. The erosion control plan will need to demonstrate that this won't happen during this site development.
6. If/when the CTH KE project is done, the entrance to this development will come from the east and the connection to CTH K will be abandoned. What will be plan be for removing the entrance roadway and how will the land be repurposed?

Ryan T. Amtmann, P.E. (WI, IL)

Vice President



☎ 262-953-3002

📠 414-840-3296

✉ ramtmann@ruekert-mielke.com

🌐 ruekertmielke.com



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

Document Number

Document Title

Recording Area

Document Drafted By and Return
to:

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

Attention: Steve DeCleene

PIN:

The Glen at Overlook Trails Condominium

Declaration of Condominium

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

Index of Declaration

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2. NAME.
3. LEGAL DESCRIPTION.
4. DEFINITIONS.
5. DESCRIPTIONS OF BUILDINGS AND UNITS.
6. EXPANSION OF CONDOMINIUM.
7. COMMON ELEMENTS AND FACILITIES.
8. LIMITED COMMON ELEMENTS.
9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.
10. ASSOCIATION OF UNIT OWNERS.
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12. REPAIRS AND MAINTENANCE.
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19. ARCHITECTURAL CONTROL.
20. MORTGAGEE RIGHTS.
21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.
22. CONDEMNATION.
23. INTENTIONALLY LEFT BLANK.
24. GENERAL PROVISIONS.

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

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

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

1. STATEMENT OF DECLARATION.

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

2. NAME.

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

3. LEGAL DESCRIPTION.

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

4. DEFINITIONS.

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

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

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

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

5. DESCRIPTIONS OF BUILDINGS AND UNITS

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

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

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

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

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

6. EXPANSION OF CONDOMINIUM

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

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

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

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

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

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

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

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

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

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

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

7. COMMON ELEMENTS AND FACILITIES.

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

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

7.3 Easements.

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

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

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

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

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

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

8. LIMITED COMMON ELEMENTS.

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

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

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

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

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

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

10. ASSOCIATION OF UNIT OWNERS.

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

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

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

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

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

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

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

11. RESIDENTIAL PURPOSE.

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

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

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

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

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

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

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

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

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

12. REPAIRS AND MAINTENANCE.

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

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

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

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

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

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

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

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

13. DESTRUCTION AND RECONSTRUCTION.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. COVENANT FOR ASSESSMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

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

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

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

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

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

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

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

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

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

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

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

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

19. ARCHITECTURAL CONTROL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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24. GENERAL PROVISIONS.

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

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

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

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

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

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

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

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

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

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

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

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]

EXHIBIT A

LEGAL DESCRIPTION OF THE GLEN AT OVERLOOK TRAILS

LEGAL DESCRIPTION:

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

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

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

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

EXHIBIT B

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

DRAFT

EXHIBIT C

CONDOMINIUM PLAT

[See attached]

DRAFT

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

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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.

ANTHONY J SIKORSKI
JILL B SIKORSKI
1702 E BRISTLECONE DR
HARTLAND WI 53029

BADER REVOCABLE TRUST
1156 MARY HILL CIR
HARTLAND WI 53029

BRIAN DIERICKS
ERIN DIERICKS
1140 MARY HILL CIR
HARTLAND WI 53029-8009

BRISTLECONE PINES COMMUNITY
ASSOCIATION INC
C/O DON TUSHAUS
1209 SWEETBRIAR LN
HARTLAND WI 53029-8635

CHARLES A JUNGBLUTH
CAROL M JUNGBLUTH
W282N5811 WINKELMAN RD
HARTLAND WI 53029-9105

CHONG P YI
BOBBIE D NEUMANN-YI
1003 N CYPRESS CT
HARTLAND WI 53029

CHRISTOPHER M KILIAN
KARA E KILIAN
1187 MARY HILL CIR
HARTLAND WI 53029-8009

CHRISTOPHER MCNEAL
DANIELLE MCNEAL
1600 E BRISTLECONE DR
HARTLAND WI 53029-8677

CONSTANTINE XYKIS
KATHERINE XYKIS
605 SOUTHERN OAK
HARTLAND WI 53029

CORINNE C MERTEN
1005 N CYPRESS CT
HARTLAND WI 53029-8685

CURTIS CORNELLA-CARLSON
TRACEY CORNELLA-CARLSON TRUST
1012 N BLUESPRUCE CIR
HARTLAND WI 53029

DARRELL C LANDRY
SHERRI J MANN
1008 N BLUESPRUCE CIR
HARTLAND WI 53029

DAVID MANN
SUSAN MANN
W284N5500 JUNGBLUTH RD
HARTLAND WI 53029

DAVID S ELARIO
LAURA I REYES
1162 MARY HILL CIR
HARTLAND WI 53029

DENNIS B ENGEL
ELLEN R ENGEL
1196 MARY HILL CIR
HARTLAND WI 53029-8009

DENNIS F ZAGRODNIK II
MICHELLE M ZAGRODNIK
1006 N BLUESPRUCE CIR
HARTLAND WI 53029

ERIC J & TRACY R EGENHOEFER LIVING
TRUST
DATED APRIL 28, 2006
1152 MARY HILL CIR
HARTLAND WI 53029

GEORGE J JUNGBLUTH 1999 REVOCABLE
TRUST
C/O PETER JUNGBLUTH
N55W28945 COUNTY ROAD K
HARTLAND WI 53029

GERARD LIVING TRUST
606 SOUTHERN OAK DR
HARTLAND WI 53029

GORDON GEIGER
KRISTINE KILE
N55W28903 COUNTY ROAD K
HARTLAND WI 53029-8615

HENRY LEFEVER
CAROL LEFEVER
1700 E BRISTLECONE DR
HARTLAND WI 53029

J CHANNING TASSONE
1181 MARY HILL CIR
HARTLAND WI 53029-8009

J MICHAEL MOONEY
MARILYN A MOONEY
1007 N BLUESPRUCE CIR
HARTLAND WI 53029-8681

JOHN M GEBHARD
TRUDY B GEBHARD
N56W28754 COUNTY ROAD K
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CLARE M WALICKI
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JOSEPH JUDD
CARMEN JUDD
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HARTLAND WI 53029

KORY K WEGNER
1005 N BLUESPRUCE CIR
HARTLAND WI 53029

KRAUSE TRUST
C/O DAVID & KAREN KRAUSE
N56W28748 COUNTY ROAD K
HARTLAND WI 53029-9108

KRISTIN B ATANASOFF
1168 MARY HILL CIR
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LONGMEADOW DEVELOPMENT LLC
W240N1221 PEWAUKEE RD
WAUKESHA WI 53188

LOT OWNERS OF MARY HILL
C/O MARY HILL HOMEOWNERS
ASSOCIATION
6255 UNIVERSITY AVE STE 101
MIDDLETON WI 53562

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SARAH BORCA
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ANN V FRANKE
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PJEVACH JOINT REVOCABLE TRUST
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SCOTT B SCHNEIDER
TANYA SCHNEIDER
1180 MARY HILL CIR
HARTLAND WI 53029

SCOTT KRAHN
DAWN KRAHN
1143 MARY HILL CIR
HARTLAND WI 53029

SCOTT WADE
607 SOUTHERN OAK DR
HARTLAND WI 53029-8008

SIDNEY DIXON
VALERIE DIXON
1604 E BRISTLECONE DR
HARTLAND WI 53029-8677

STEVEN J NEWTON
LAURIE NEWTON
614 SOUTHERN OAK DR
HARTLAND WI 53029

THE ROGER R GRUHLE AND BARBARA J
GRUHLE
REVOCABLE TRUST OF 2008
1174 MARY HILL CIR
HARTLAND WI 53029-8009

THOMAS TAFT
DELPHINE TAFT
1602 E BRISTLECONE DR
HARTLAND WI 53029

WALTER ROGERS
1175 MARY HILL CIR
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WILLIAM A RADEMAN
RUTH M RADEMAN
N55W28413 CTY K
HARTLAND WI 53029

WILLIAM RADAJ
DENISE RADAJ
1704 E BRISTLECONE DR
HARTLAND WI 53029-8676



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

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

REVISION HISTORY	
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL

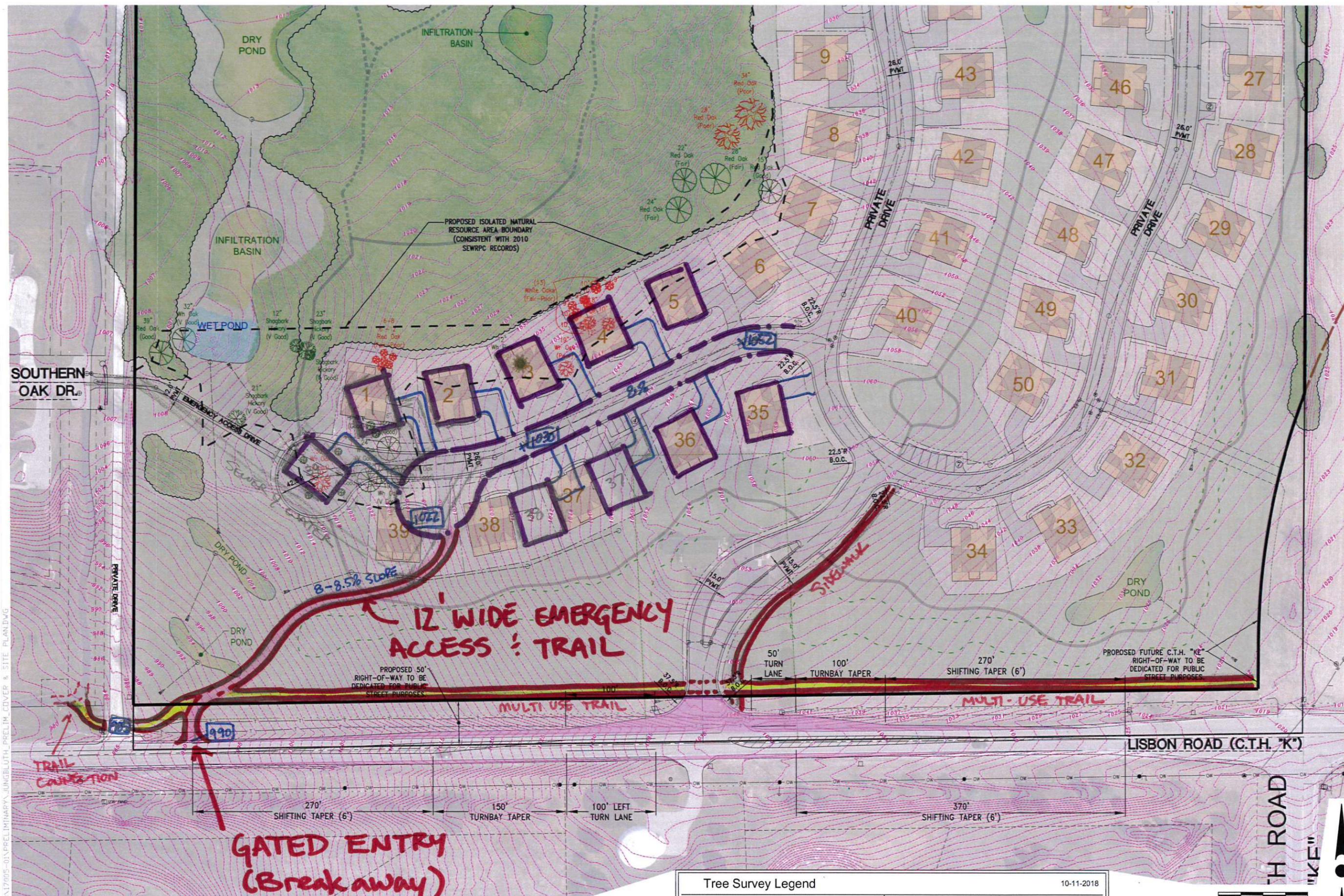
DATE:
 AUGUST 27, 2018

JOB NUMBER:
 17005

DESCRIPTION:
 SITE PLAN
 - SOUTH

SHEET

C1.2



Tree Survey Legend		10-11-2018
	19" - DBH Wh Oak (Poor) - Species - Condition	Indicates existing tree in poor or dead condition
	24" - DBH Wh Oak (V Good) - Species - Condition	
	24" - DBH Wh Oak (V Good) - Species - Condition	Indicates existing tree in Fair, Good or Very Good condition
	24" - DBH Wh Oak (V Good) - Species - Condition	

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

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

Scale: 1" = 100'
 10/18/18

H:\CADD\953\17005-01\PRELIMINARY\JUNGLUTH_COVER & SITE PLANDWG

THE GLEN AT OVERLOOK TRAILS
PLANNED UNIT DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF HARTLAND
AND
OVERLOOK TRAILS, LLC

[INSERT DATE]

57 THE GLEN AT OVERLOOK TRAILS

58 PLANNED UNIT DEVELOPMENT AGREEMENT

59

60 THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as
61 of the ____ day of _____ 2018, by and between OVERLOOK TRAILS, LLC, a
62 Wisconsin Limited Liability Corporation, (the "Developer") and the VILLAGE OF
63 HARTLAND, a Wisconsin Municipality, (the "Village").

64 RECITALS

65 A. Developer is the owner of approximately 39 acres of real property previously located in the
66 Town of Merton, Waukesha County, Wisconsin and legally described on Exhibit A attached
67 hereto (the "Site") and desires to develop it for single-family residential purposes with
68 condominium ownership (the "Project").

69
70 B. Developer desires to develop 50 single-family residences under condominium ownership in
71 one (1) phase as generally depicted on Exhibit B (Site Plan) and requested annexation,
72 zoning and development permission.

73
74 C. Upon consideration of a conceptual plan for the proposed development, it was determined by
75 the Plan Commission and Village Board that a total site density of not more than 50
76 residential units was consistent with the general density requirements of the low density
77 cluster development land use as described in the Village of Hartland Comprehensive
78 Development Plan: 2035.

79
80 D. The Site has been annexed from the Town of Merton and zoned to RS-1 Residential Single
81 Family District with both Planned Unit Development (PUD) and Upland Conservancy
82 Overlay Districts as shown in the attached Exhibit C to facilitate the proposed residential use.

83
84 E. The Developer submitted a proposed Preliminary Condominium Plat for development of the
85 Project within the Village of Hartland, a copy of which is attached hereto as Exhibit D (the
86 "Proposed Condominium Plat"), which was considered by the Plan Commission and
87 recommended for approval as amended on INSERT DATE subject to representations made
88 during the consideration process by the Developer, final approval of the engineering by
89 Village Staff, and execution of this Planned Unit Development Agreement.

90
91 F. Developer will submit for approval by the Village a Certified Survey Map along with a Final
92 Condominium Plat for the Site in substantial conformance with the approved Proposed

93 Condominium Plat and reflecting final engineering of the Site and said Certified Survey Map
94 and Final Condominium Plat will be considered by the Board of Trustees in accordance with
95 State Law.

96
97 G. The Village of Hartland is requiring that, as conditions of its approval of development on the
98 Site, Developer must make and install all public improvements necessary to service the
99 development of the Site and that the acceptance of the dedication of all public improvements
100 shall be contingent upon the construction of said improvements according to applicable State
101 and municipal specifications and ordinances.

102
103 H. The Village Board has duly approved Developer's plans and specifications for the Project,
104 conditioned upon Developer's entry into this Agreement.

105
106 I. Developer agrees to develop the Site as herein described in strict accordance with this
107 Agreement.

108 FINDINGS

109 The Village of Hartland Plan Commission and Village Board of Trustees have made the
110 following findings as they related to the Project.

111 A. The proposed site will be provided with adequate drainage facilities for surface water and
112 storm water.

113
114 B. The proposed site will be accessible from public roads that are adequate to carry the traffic
115 that can be expected to be generated by the proposed development.

116
117 C. No undue constraint or burden will be imposed on public services and facilities, such as fire
118 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
119 maintenance of public areas by the proposed development.

120
121 D. The streets and driveways on the site of the proposed development will be adequate to serve
122 the residents of the proposed development and will meet the minimum standards of all
123 applicable ordinances or administrative regulations of the Village.

124
125 E. Centralized public water and sewer facilities will be provided.

126
127 F. The entire Site to be included in this Planned Unit Development Overlay District will be held
128 under single ownership during development.

129

- 130 G. The locations of entrances and exits have been designated to prevent unnecessary
131 interference with the safe and efficient movement of traffic on surrounding streets, and the
132 development will not create an unreasonable adverse effect upon the general traffic pattern of
133 the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking,
134 and curb cuts and connection driveways between properties, where appropriate, will be
135 provided to enhance safety and provide more efficient and economical access and parking.
136
- 137 H. The size, quality and design of all buildings, landscaping and other site development features
138 in the Project will be compatible with the general character of the Village and specifically to
139 the surrounding neighborhood, and the design of the development will result in an attractive
140 and harmonious development compatible with and not adversely affecting the property
141 values of the surrounding neighborhood.
142
- 143 I. Such Project will create an attractive residential environment of sustained desirability and
144 economic stability, including structures in relation to terrain, consideration of safe pedestrian
145 flow, ready access to recreation space, and coordination with overall plans for the
146 community.
147
- 148 J. The total net residential density within the Planned Unit Development Overlay District is
149 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
150 net density is also consistent with and does not exceed the density of development permitted
151 in the underlying basic use zoning district.
152
- 153 K. Structure types will be compatible with other structural types permitted in the underlying
154 basic use district.
155
- 156 L. Provision has been made for the installation of adequate public facilities and the continuing
157 maintenance and operation of such facilities.
158
- 159 M. Provision has been made for adequate, continuing fire and police protection.
160
- 161 N. The population density of the development will not have an adverse effect upon the
162 community's capacity to provide needed school or other municipal service facilities.
163
- 164 O. Adequate guarantee is provided for permanent preservation of open space areas.
165
- 166 P. The care and maintenance of private open space is ensured either by establishment of an
167 appropriate management organization for the Project.
168

- 169 Q. Ownership and tax liability of private open space reservation areas shall be established in a
170 manner acceptable to the village.
171
- 172 R. Clustering of residential development is permitted provided that permanent common open
173 space is set aside so that the overall density of development permitted in the underlying basic
174 zoning district is complied with.

175 NOW, THEREFORE, in consideration of the future granting of final approval of the certified
176 Survey Map and Final Condominium Plat for the Site by the Village, the covenants of the
177 Village set forth herein, and other good and valuable consideration, the receipt and sufficiency of
178 which is hereby acknowledged, Developer does hereby agree to develop the Site as follows:

179 Section I. PUD Requirements

- 180 A. Developer shall comply with this Agreement.
181
- 182 B. The Project shall at all times comply with the requirements of the RS-1 Single Family
183 Residential District, except as defined below, and the requirements of the UCO - Upland
184 Conservancy Overlay District as that district is mapped on the Site.
185
- 186 C. The following requirements of the RS-1 Single Family Residential District are hereby
187 modified as defined herein:
188
- 189 a. 46-235 regarding lot area and width is hereby waived and the area devoted to
190 residential units shall be as defined on the Condominium Plat.
 - 191 b. 46-237 regarding yards is hereby waived except that residential units may not be
192 constructed closer than fifteen (15) feet from the Right of Way nor closer than
193 twenty (20) feet from each other.

194 Section II. Improvements.

195 Developer shall prepare the Site and construct the improvements on and off the Site described
196 below (all at Developer's sole expense) in accordance with the Final Condominium Plat and the
197 plans and specifications attached to this Agreement as exhibits ("Project").

198 A. Streets.

- 199 1. Developer shall, at its sole expense, grade, construct and surface public streets on and off
200 of the Site as shown on and in accordance with the plans and specifications set forth on
201 Exhibit E.
- 202 2. Developer shall dedicate and the Village shall accept any public streets on the Site upon
203 approved completion of the second lift of asphalt on such streets as approved by the

204 Village Engineer and DPW Director. Said second lift of asphalt shall be installed within
205 fourteen (14) months after installation of the first lift of asphalt unless an extension is
206 authorized by the Village Engineer and DPW Director at their discretion. The Village
207 may at its sole discretion and to the extent feasible, perform snow and ice removal on
208 undedicated public streets after the first lift of asphalt has been installed, including
209 installation of interim inlets and asphalt wedges at the curb/gutter line and around
210 manholes and other infrastructure protrusions in the roadway, and an occupied residence
211 is located in the subdivision. The Developer shall otherwise be responsible for snow and
212 ice removal activities from undedicated street(s) and to provide access within the Site for
213 public safety and utility purposes to the extent not carried by the Village until there has
214 been an acceptance of all Site street dedications.

- 215 3. Developer shall be responsible for obtaining permission from the Waukesha County
216 Department of Transportation for improvements, if any, to be made to CTH K under this
217 Agreement and for obtaining approval and acceptance by Waukesha County for
218 improvements actually made.
- 219 4. Developer shall construct and surface the public streets called for under this Section in
220 one (1) phase as shown on Exhibit E.

221

222 B. Sanitary Sewer.

- 223 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary
224 sewage collection system throughout the entire Site and perform in accordance with the
225 plans and specifications set forth on Exhibit E and at no cost to the Village. The
226 construction of the sanitary sewer system required hereunder shall be constructed so as to
227 fully service the Project.
- 228 2. Subject to the provisions of Sections I. B. 3, 4 and 5, Section II and Section IV I. of this
229 Agreement and upon completion of the sanitary sewage collection system serving the Site
230 in accordance with the plans and specifications set forth on Exhibit E, Developer shall
231 dedicate and the Village may accept and allow such system to be connected to the
232 existing Village sewage collection system.
- 233 3. The Village Board has no obligation to accept dedication of any component of any sewer
234 improvements or to allow the improvements to be connected to the existing Village
235 sewage collection system until the applicable components of the sanitary sewer have been
236 installed in accordance with plans and specifications approved and accepted by the
237 Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the
238 sewer system prior to its connection to the Village sanitary sewer system and shall
239 provide a written report and DVD copy of the televised inspection thereof.
- 240 4. No occupancy permits shall be processed or issued until the sanitary sewer collection
241 system servicing the Site has been dedicated to, and accepted by, the Village.

242

243 C. Water.

- 244 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed
245 system of water distribution throughout the entire Project, in accordance with the plans
246 and specifications attached hereto as Exhibit E and including such provisions for
247 connection to future development or expansion of the water system as deemed necessary
248 by the Village. The construction of the municipal water system required hereunder shall
249 be conducted so as to fully service the Project.
- 250 2. Upon completion of the water system serving the Site in accordance with the plans and
251 specifications set forth in Exhibit E, Developer shall dedicate, and the Village shall
252 accept, such segment of the water system and, subject to the terms of this Agreement,
253 allow connection to the Village water system.
- 254 3. The Village Board has no obligation to accept any component of the water distribution
255 system until the applicable component of the water distribution system has been
256 inspected by the Village Engineer and DPW Director and is determined to be installed in
257 accordance with plans and specifications approved by the Village.
- 258 4. No occupancy permits shall be processed or issued until the water distribution system
259 servicing the Site has been dedicated to, and accepted by, the Village.

260

261 D. Storm/Surface Water System & Site Grading.

- 262 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
263 storm and surface water drainage servicing the Site in accordance with the plans and
264 specifications set forth on Exhibit E.
- 265 2. The Village Board shall have no obligation to accept the dedication of the storm/surface
266 water system until the system has been inspected by the Village Engineer/DPW Director
267 and installed in accordance with plans and specifications approved by the Village as set
268 out in Exhibit E.
- 269 3. Developer and the Homeowners Association for the Site provided for in Section IV. C. of
270 this Agreement shall be jointly and severally responsible for the maintenance of all
271 detention and retention basins and private storm sewer as shown on Exhibit E both before
272 and after completion of said facilities. This includes the responsibility for routinely
273 conducting all dredging and cleaning of detention and retention basins and private storm
274 sewer to assure that they perform adequately. This responsibility shall be recorded in a
275 Storm Water Management Facility Maintenance Agreement with respect to the Site in the
276 form attached hereto as Exhibit F. Developer may, at Developer's sole option, transfer
277 its maintenance obligations for the detention and retention basins to the Homeowners
278 Association at any time after more than twenty-five (25) condominium homes have been
279 improved and occupied and thereby may be released from all individual obligations under
280 this paragraph provided the Homeowners Association, of which the Developer, as a lot
281 owner, is a member, has been established and is functioning in the normal course of
282 business. In any event, Developer's (but not the Homeowners Association's) obligations
283 under this paragraph shall cease without further action upon the termination of all of

284 Developer's fee simple interests in title to all lots provided the Homeowners Association
285 has been established and is functioning in the normal course of business.

286 4. Developer shall, at its sole expense, grade the Site in accordance with the final Master
287 Grading plans and specifications set forth on Exhibit E. Developer will be allowed to
288 deviate up to 6 inches from the Master Grading plans upon completion of interim Site
289 grading for the interior portions of individual lots. Developer shall be required to
290 complete elements of the Master Grading plans related to surface water drainage for
291 individual lots and for the entirety of all Outlots and Right of Way areas prior to
292 acceptance of improvements by the Village. A lot grading plan in compliance with the
293 final Master Grading plans and specifications shall be submitted by the Developer at the
294 time of permitting for each individual condominium unit to the Village Engineer or
295 Building Inspector for their respective approval. Said grading, as approved, shall be
296 implemented prior to occupancy of that condominium unit.

297

298 E. Site Clearing/Restoration.

- 299 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
300 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all
301 applicable State, Federal and municipal codes and ordinances.
- 302 2. Developer shall not destroy or remove any live vegetation nor conduct any grading,
303 filling or other construction related activities within the Isolated Natural Resource Area
304 zoned UCO – Upland Conservancy Overlay District except as set forth in the finally
305 approved plans and specifications and under any required issued DNR permit.
- 306 3. Developer shall be responsible for compliance with all applicable provisions of Chapter
307 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
308 of trees including, but not limited to submission of a tree protection plan and obtaining of
309 a tree permit prior to start of work on the Site.
- 310 4. Developer shall lawfully and with applicable permits raze and remove the existing house
311 and abandon any existing private well and septic system, if any, and, thereafter, establish
312 no private wells or septic systems on the Site.

313

314 F. Landscaping and Erosion Control.

- 315 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
316 otherwise landscape the Site in strict compliance with the plans and specifications set
317 forth on Exhibit E, and shall at all times remain in compliance with all applicable
318 municipal and state erosion control restrictions and requirements. Developer shall
319 complete required erosion control inspections and reports in accordance with the erosion
320 control permit standards. Developer shall be responsible for costs of periodic compliance
321 inspections of erosion control facilities that will be conducted by the Village Engineer or
322 his designee.

- 323 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
324 are washed out or otherwise rendered ineffective as determined by the Village Engineer
325 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
326 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
327 or Building Inspector. If Developer fails to repair or replace said facilities within 48
328 hours of being so notified by the Village Engineer or DPW Director or Building Inspector
329 the Village may, but is not required to, repair or replace such facilities and charge 125%
330 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
331 The Village may collect this amount from any amounts payable to Developer that the
332 Village is holding pursuant to this Agreement.
- 333 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village
334 a temporary access easement to the Village in the form attached hereto and incorporated
335 by reference as Exhibit G to permit repair or replacement of said facilities in the event of
336 a default by Developer.

337

338 G. Street Signs, Pavement Markings and Street Lights.

- 339 1. Developer shall provide and install (subject to Village approval) all signs and pavement
340 markings as specified in Exhibit E.
- 341 2. Developer shall also provide and install streetlights for the Site as specified in Exhibit E
342 at no cost to the Village utilizing lights available from WE Energies as approved by the
343 Village DPW Director. Streetlights shall become the property of Wisconsin Energy
344 Corporation. Thereafter, all repairs, maintenance, operation and replacement shall be
345 performed by Wisconsin Energy Corporation.
- 346 3. Following installation of streetlights by Developer and acceptance of the installation by
347 the Village with other infrastructure, operational and electrical expenses shall be paid for
348 by the Village.

349

350 H. Hazardous Substances.

351 Developer hereby represents and warrants to the Village that Developer has conducted a
352 Phase I environmental assessment of the Site, the resulting report for which is attached as
353 Exhibit H, and that Developer has no knowledge of, nor reason to believe that, any
354 “hazardous substances” as defined in U.S.C. § 9601 or listed in Chapter 40 of the Code of
355 Federal Regulations nor any petroleum, crude oil, natural gas or other petroleum product are
356 currently present on the Site. If, during the course of carrying out its obligations under this
357 Agreement, Developer acquires information indicating the possible existence of a hazardous
358 substance or petroleum product on the Site, Developer shall immediately notify the Village
359 Engineer/DPW Director of this information and be responsible for appropriate removal and
360 cleanup.

361

362 I. Pathways/Sidewalks.

- 363 1. Developer shall provide, install and pave with asphalt all onsite and offsite pathways as
364 specified in Exhibit E. Developer shall grant on the Certified Survey Map and other
365 document as appropriate, a permanent access easement to the general public for
366 unrestricted passage and enjoyment of paths outside the Right of Way as described in
367 Exhibit I – Public Access Easement.
- 368 2. Although asphalt paved pathways constructed by Developer shall be accessible by the
369 general public, maintenance of all pathways in a condition that meets standards
370 prescribed by the Village from time to time shall be the responsibility of the Homeowners
371 Association.
- 372 3. Paved pathways accessible to the general public, including paved pathways used for
373 emergency access to the subdivision, shall be maintained year-round including winter
374 maintenance performed in compliance with the Village Code requirements for snow and
375 ice removal and control on public sidewalks. Unpaved pathways or other pathways or
376 trails not intended for use by the general public may be maintained during winter at the
377 discretion of the Homeowners Association.
- 378 4. At the time of entry into this Agreement, Developer shall grant the Village and its agents
379 or subcontractors a permanent easement to access said pathways and repair/maintain
380 them at the Village’s sole option in the event of default by the responsible party in the
381 maintenance thereof in the form attached hereto as Exhibit J. Any repair or maintenance
382 performed by the Village hereunder shall be assessed against all subdivision property
383 owners as a special charge pursuant to the Wisconsin Statutes.

384

385 J. Street Trees.

- 386 1. Developer has provided a plan for the installation of street trees as shown in the Street
387 Tree Plan set forth in the attached Exhibit E, which plan shall be in compliance with all
388 applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
- 389 2. Upon application for a building permit for a given condominium unit, the Developer shall
390 pay to the Village the cost of providing and planting trees as required by the Village Code
391 and as identified on the Street Tree Plan as such cost is determined by the Village. The
392 Village will provide for the installation of street trees adjacent to completed houses in
393 accordance with Exhibit E for which the fees as provided in this section J. (2.) have been
394 paid during the next planting season after occupancy is granted for a given condominium
395 unit.

396

397 K. As Built Drawings

398 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the
399 Project improvements described in this Section II including the final location and elevation
400 of the various improvements as required by the Village Engineer and/or Public Works
401 Director including, but not limited to roads, sanitary sewer facilities, water facilities, storm
402 water facilities, sidewalks/paths, street signs, street lights and street trees. Reproducible plans

403 shall be provided on Mylar or another similar media acceptable to the Village Engineer and
404 to the Director of Public Works together with an electronic file copy of said plans compatible
405 with the Village's GIS software prior to Village acceptance of dedication. Electronic plans
406 provided hereunder shall include GPS locations for manholes, valves and other included
407 items at a fixed location. Electronic plans provided hereunder shall also include size and
408 species for all street trees.
409

410 Section III. Dedication.

411 A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer
412 shall, without charge to the Village, upon completion of all public improvements on the Site
413 described as such in the Certified Survey Map and Final Condominium Plat and in
414 accordance with any plans and specifications attached hereto as exhibits, unconditionally
415 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,
416 forever, free and clear of all encumbrances whatever, together with, including, without
417 limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and
418 appurtenances which may in any way be a part of such public improvements and together
419 with any and all necessary easements for access thereto. Developer shall obtain title
420 insurance to insure the transfer of ownership in portions of the Site that are dedicated to the
421 Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said
422 dedications.
423

424 B. Developer shall notify the Village, in writing when any public improvement described as
425 such in the applicable Certified Survey Map and on the attached exhibits is complete in
426 accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14)
427 days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or
428 re-inspect as necessary any public improvements described in Developer's notice and prepare
429 and deliver to Developer a written punch list of repairs necessary to bring such public
430 improvement into conformance with the applicable plans and specifications. Upon
431 Developer's written notice to the Village Engineer and DPW Director that all punch list
432 repairs for any such public improvement are complete, and following satisfactory completion
433 of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of
434 the Village Engineer and DPW Director, by separate resolution, accept the dedication of such
435 public improvement.
436

437 C. Unless previously provided, simultaneous with the acceptance by the Village of any sanitary
438 sewer, water or storm/surface water improvement on the Site, Developer shall, at its sole
439 expense, furnish one set of reproducible "as built" plans of such public improvement.
440 Reproducible plans shall be provided on Mylar or another similar media acceptable to the
441 Village Engineer and to the Director of Public Works together with an electronic file copy of

442 said plans compatible with the Village's GIS software prior to Village acceptance of
443 dedication. Electronic plans provided hereunder shall include GPS locations for manholes,
444 inlets, valves and other structures.

445 Section IV. Building/Occupancy Permits.

- 446 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
447 been installed on necessary public streets, said first lift has been approved by the Village
448 Engineer and DPW Director, and the underlying utilities (including gas, electric, telephone,
449 cable television and any other installation that would otherwise require opening the asphalt),
450 storm water drainage, water and sanitary sewer improvements are constructed, inspected (and
451 re-inspected as necessary) and approved by the Village Engineer and DPW Director.
452
- 453 B. The Village will have no obligation to process or to issue Occupancy Permits for any
454 building until all utilities for the Site have been completed, dedicated and accepted by the
455 Village (acceptance of which shall not be unreasonably delayed or deferred) and the first lift
456 of asphalt for all streets have been installed.

457 Section V. Miscellaneous Requirements and Provisions.

- 458 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
459 required by applicable state statute or municipal ordinance, and further agrees to permanently
460 monument the boundaries of the environmental corridor (constituting either wetlands or other
461 environmental corridor) by placing monuments that comply with the specifications set out in
462 Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the
463 environmental corridor and at the mid-point of the environmental corridor boundary within
464 each lot and at any change in direction of the boundary lines.
465
- 466 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and
467 Homeowner's Association, as required below, a provision indicating that the use of water for
468 purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as
469 otherwise directed by the Village of Hartland from time to time.
470
- 471 C. Declaration of Restrictions and Homeowner's Association. Developer hereby agrees to
472 execute and record a Declaration of Restrictions and Homeowners' Association with respect
473 to the Site in the form of Exhibit J attached hereto. No occupancy permits shall be granted
474 until both the Declaration of Restrictions has been approved by the Village and recorded and
475 the Homeowners' Association incorporated.
476
- 477 D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site.
478 One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole

479 expense, in a Mylar reproducible format and in electronic format compatible with the
480 Village's GIS software, to the Village prior to the dedication of the public streets.

481

482 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
483 services on the Site shall be buried underground in accordance with Chapter 50 of the
484 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
485 services shall be the responsibility of Developer.

486

487 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
488 to be carried out and performed in a good and workmanlike manner.

489

490 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
491 approvals from all governmental authorities with jurisdiction over the Site, including, but not
492 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
493 Commission, and Department of Natural Resources, when required prior to the start of
494 construction, demolition or hazardous waste abatement with respect to the applicable portion
495 of the Site work. Developer or the Purchaser of individual lots shall be solely responsible for
496 paying, at the time of building permit application, all applicable sewer or water connection
497 fees pertaining to connection of such utilities servicing the Project which are customarily and
498 uniformly assessed.

499

500 H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
501 storm sewer facilities as indicated on Exhibit E are approximate locations only. It is
502 Developer's sole responsibility to definitively locate all such Village facilities in the field,
503 and the Village bears no liability if any of said facilities are not located where indicated in
504 the documents described in this subsection.

505

506 I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to
507 executing a contract for sale/purchase of a given lot anticipated future expenses of buyer
508 related to developer and lot owner obligations in this Agreement including payment of
509 impact fees, connection charges, RSAC, street tree installation, potential Special Charge and
510 other applicable items.

511 Section VI. Time.

512 A. Provided that the Village grants approval to commence within fifteen (15) business days
513 from the request by Developer and following the execution and recording of this Agreement
514 and its Exhibits, Developer shall complete the following aspects of said improvements on the
515 Site for the Project, all in compliance with the requirements of this Agreement, on or before
516 the following dates:

- 517 1. Completion of installation of the first lift of asphalt on the public streets serving the
518 Project pursuant to Exhibit E on or before October 31, 2019 unless extended by the
519 Village Board upon recommendation of the DPW Director and Village Engineer.
- 520 2. Installation of sanitary sewage collection and water distribution systems servicing the
521 Site pursuant to Exhibit E on or before October 31, 2019.
- 522 3. Completion of storm/surface water drainage facilities servicing the Site as specified in
523 Exhibit E on or before October 31, 2019.
- 524 4. Completion and recording of the Certified Survey Map and Final Condominium Plat on
525 or before November 15, 2019.

526
527 B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth
528 in this section. Upon failure of Developer to meet one or more deadlines specified in this
529 section, Village may (but is not required to) complete that aspect of the project and charge
530 Developer 125 percent (125%) of the actual costs incurred by Village in so completing that
531 aspect of the Project. Village may draw upon the security provided in this Agreement for the
532 payment of said charges against Developer.

533
534 C. If delay in completion of any public improvements on the Site described in this Agreement is
535 caused or contributed to by act, omission, misconduct or neglect of the Village or those
536 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
537 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
538 of public utilities or of local, state or federal governments affecting the work or other causes
539 beyond Developer's reasonable control, then the time of completion of such public
540 improvements shall be extended for the additional time caused by such delay.

541 Section VII. Payment of Village Fees.

542 Developer agrees to provide to the Village the following:

- 543 1. Developer and Village acknowledge that the Village has caused a needs assessment study
544 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
545 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
546 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely
547 utilize these Village services and facilities and that the impact fees imposed by Village
548 Ordinances are necessary to pay for the capital costs of the facilities in order to
549 accommodate land development. Accordingly, Developer represents and warrants that it
550 will pay or cause the lot owner to make concurrent payment to the Village impact fees in
551 the then current amount in accordance with the Village Code upon application for
552 building permits.
- 553 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
554 Village, in cash or check, in the amount of \$50,000 at the time of execution of this

- 555 Agreement. Developer shall be responsible for actual inspection costs and fees incurred
556 by the Village which shall first be deducted from such deposit.
- 557 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
558 Village of Hartland through which the Village will reimburse itself for legal,
559 administrative, engineering and fiscal expenses paid by the Village on behalf of the
560 Project. From time to time during the development process, after said escrow deposit is
561 diminished by expenses incurred or to be incurred by the Village, the Village may require
562 additional funds to be deposited into the escrow, which additional funds shall be paid
563 within 30 days after written demand.
- 564 4. Developer acknowledges that sanitary sewer service to individual lots within the Site is
565 subject to payment of both a Connection Charge under Section 86-276 of the Village
566 Code and a Regional Sewer Availability Charge (“RSAC”) under Section 86-277 of the
567 Village Code of Ordinances as those sections and fees may be adjusted from time to time.
568 Developer represents and warrants that it will pay or cause the lot owner of make
569 concurrent payment to the Village the then current Connection Charge and RSAC fee for
570 each of the fifty (50) homesites on the Site upon application for building permits
571 including connection to the sanitary sewer system.

572 Section VIII. Security for Payment and Performance of Developer’s Obligations

- 573 A. Security Required. Prior to commencement of construction activities related to the
574 Development, Developer shall deliver or cause to be delivered to the Village acceptable
575 security equal to one hundred fifteen percent (115%) of the Village Engineer’s cost estimate
576 of all public and private (i.e. retention/detention ponds, walkways and paths, monument
577 signage, sanitary sewer, storm sewer, water, and other improvements) improvements for the
578 Site shown on the applicable Plat and the plans and specifications pertaining thereto
579 (including, but not limited to, temporary and permanent landscaping and erosion control
580 provisions, landscaping, seeding, and other improvements); and
- 581
- 582 B. Form of Security. Pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes, as determined by
583 Developer, security provided hereunder shall be in the form of a performance bond or an
584 original, irrevocable letter of credit issued by a federally insured banking institution, the
585 financial condition of which is acceptable to the Village, naming the Village as payee and
586 expiring no sooner than twelve months, and being in a form acceptable to the Village
587 Attorney. It is the preference however of the Village that security be provided in the form of
588 a letter of credit. The amount of such security shall reduce subject to the provisions of
589 Section VII.D. hereafter and when work secured hereby is completed and dedicated to the
590 Village.
- 591
- 592 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
593 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be

594 maintained as described below for a period of time expiring 14 months after the
595 improvements for which the security is provided are substantially complete in accordance
596 with §236.13 (2) (a) 1., and §236.13 (2) (a) 2. of the Wisconsin Statutes which provides:

597
598 *For purposes of subd. 1., public improvements reasonably necessary for a project*
599 *or a phase of a project are considered to be substantially completed at the time*
600 *the binder coat is installed on roads to be dedicated or, if the required public*
601 *improvements do not include a road to be dedicated, at the time that 90 percent of*
602 *the public improvements by cost are completed.*

603
604 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
605 upon such security for purposes of completion of Improvements provided for in this
606 Agreement.

607
608 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
609 as the improvements described in the Plat and the plans and specifications set forth on the
610 attached exhibits are completed and approved by the Village Engineer and DPW Director in
611 accordance with the following procedure.

- 612 1. From time-to-time during the course of construction, Developer may request the Village
613 Engineer and DPW Director to inspect the construction work completed to that date, and
614 the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts
615 to make such inspection within seven (7) days after the request.
- 616 2. The request to inspect shall be accompanied by a certification prepared by Developer's
617 engineer and stating the work completed, an estimate of the dollar value of the work
618 completed to date of the request and since Developer's engineer's last certification and
619 that the work has been completed in a good and workmanlike manner and in compliance
620 with the Plat and applicable plans and specifications.
- 621 3. The request for inspection shall also be accompanied by a certification from Developer's
622 engineer estimating the cost to complete the remaining balance of the improvements,
623 with the estimated dollar value of the improvements completed and the estimated cost to
624 complete the remaining improvements being on a form and presented in a manner
625 reasonably acceptable to the Village Engineer and DPW Director.
- 626 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
627 contractor's statement and appropriate photocopies or originals of lien waivers showing
628 that all work in place and for which a reduction in the security is requested has been fully
629 paid for or that all mechanic's or other liens have been waived.
- 630 5. The Village Engineer and DPW Director shall approve a reduction in the Security
631 provided the following are met:
 - 632 i. Receipt of the required documentation from the Developer
 - 633 ii. Inspection by the Village Engineer

- 634 iii. Certification by the Village Engineer to the Village and to the financial
635 institution issuing any letter of credit:
- 636 1. The dollar value of the work completed to the date of the request for
637 inspection and since the last certification by the Village Engineer
 - 638 2. That the work has been completed in a good and workmanlike manner
639 and in compliance with the Plat and the applicable plans and
640 specifications
 - 641 3. That no mechanic's or other liens will attach to the Site or to any
642 property of the Village as a result of the installation of the
643 improvements
 - 644 4. That Developer's engineer's or Village Engineer's estimate of the
645 dollar value of the work completed and the cost to complete the
646 remaining improvements are reasonable.
- 647 iv. The balance remaining in the security is at least equal to one hundred percent
648 (100%) of the cost to complete all the remaining public and private
649 improvements plus fifteen percent (15%) of the total cost of any completed
650 improvements.
- 651
- 652 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
653 acceptance by the Village of the development and posting of any required warranty or
654 maintenance bond security, the then remaining balance of the security shall be released and
655 returned, after first drawing upon the security for any fees and costs due and owing to the
656 Village pursuant to all applicable ordinances and this Agreement.
- 657
- 658 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
659 Agreement, if any of the security funds remain in the possession of the Village after all of the
660 public and private improvements have been completed in a good and workmanlike manner
661 and in accordance with the applicable Final Plat and applicable plans and specifications, all
662 warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village,
663 including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket
664 expenses incurred in completing the improvements, in releasing liens thereon in paying for
665 work completed prior to default are paid, or other costs incurred as a result of the default of
666 Developer; then any remaining balance shall be paid to Developer, subject to any claim to
667 said funds exerted by any financial institution issuing any letter of credit given as security.

668 Section IX. Guarantee of Improvements.

- 669 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
670 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
671 specifications and that the public improvements are and will remain in good and sound

672 condition for and during a period of twelve (12) months from the date of final acceptance of
673 dedication by the Village.

674

675 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the
676 Village that security be provided in the form of a letter of credit. Developer shall furnish to
677 the Village, prior to final acceptance of dedication of the public improvements by the
678 Village, guarantee security pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes consisting,
679 as determined by Developer, of a performance bond or an original, irrevocable letter of credit
680 issued by a federally insured banking institution, the financial condition of which is
681 acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen
682 months from the date of substantial completion of the covered improvements and equaling in
683 the aggregate to ten percent (10%) of the total final cost of the improvements, which
684 guarantee security will be retained by the Village for a period of fourteen (14) months after
685 the substantial completion of the improvements as initial security for Developer's guarantee
686 that the workmanship and materials furnished meet or exceed all state, federal and local
687 requirements and specifications, and that the improvements are and will remain in good and
688 sound condition for and during the twelve-month period from and after their acceptance.
689 Separate bonds or letters of credit may be utilized because the time frame for the acceptance
690 of each type of improvement may be different.

691

692 C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and
693 all repairs which may become necessary under and by virtue of Developer's guarantee and
694 shall leave the improvements in good and sound condition, satisfactory to the Village and
695 Village Engineer and DPW Director at the expiration of the guarantee period; provided,
696 however, Developer's obligation to repair shall not extend to repairs necessitated by or
697 related to any act, omission, neglect or misconduct of the Village, its agents, employees or
698 contractors (and the guarantee security may not be drawn against in such instances).

699

700 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
701 professional opinion of the Village Engineer and DPW Director, require any repairs or
702 replacements which in his judgment are necessitated by reason of settlement of foundation,
703 structure or backfill, or other defective workmanship or materials, Developer shall, upon
704 written notification by the Village Engineer and DPW Director of the necessity for such
705 repairs, make such repairs, at its own cost and expense. Should Developer fail to make such
706 repairs within a reasonable time after written notice has been sent as provided herein, or fail
707 to start work within fourteen (14) calendar days after such written notice, weather permitting,
708 the Village may cause such work to be done, but has no obligation to do so, either by contract
709 or otherwise, and the Village may draw upon said guarantee security to pay any costs or
710 expenses incurred in connection with such repairs or replacements. Should the cost or
711 expense incurred by the Village in repairing or replacing any portion of the improvements

712 covered by this guarantee exceed the amount of the guarantee security, the Developer shall,
713 within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost
714 or expense actually incurred in the correction process.

715
716 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until
717 such time as they are accepted by the Village in dedication. This maintenance shall include
718 routine maintenance, such as dust suppression, crack filling, roadway patching and the like.
719 In cases where emergency maintenance is required, such as sewer blockages, the Village
720 retains the right to complete the required emergency maintenance in a timely fashion and bill
721 Developer for all actual associated costs. The Village shall not be responsible for snow
722 removal prior to acceptance of the public street improvements except as set forth in
723 subsection I. A. 2 unless mutually agreed in writing signed by both parties hereto to the
724 contrary. All improvements shall be maintained so they conform to the applicable plans and
725 specifications attached as exhibits to this Agreement at the time of their acceptance by the
726 Village.

727 Section X. Method of Improvement.

728 Developer hereby agrees to engage contractors for all work included in this Agreement who are
729 qualified to perform the work. Developer further agrees to use materials and make the various
730 installations in accordance with the applicable plans and specifications made a part of this
731 Agreement by exhibit reference and including those standard specifications as the Village Board
732 or its Commissions may have adopted and published prior to this date.

733 Section XI. Zoning.

734 The Village does not guarantee or warrant that the subject lands of this agreement will not at
735 some later date be rezoned, nor does the Village herewith agree to rezone the lands into a
736 different zoning district.

737 Section XII. Indemnification and Insurance.

738 A. Indemnification.

739 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
740 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
741 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
742 the same from and against any and all liability, claims, loss damages, interest, actions,
743 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
744 in the course of out of, or as a result of the performance, mis-performance, or
745 nonperformance of Developer's obligations under this agreement or the negligent
746 construction or operation of public improvements covered thereby until the dedication of

747 said public improvements is accepted by the Village and after the dedication of said
748 improvements only if the occurrence giving rise to the claim predates the dedication.

749 2. In every case where judgment is recovered against the Village if notice and opportunity
750 to defend has been given to the Developer of the pendency of the suit within ten (10)
751 days after service of the summons and complaint on the Village, the judgment shall be
752 conclusive upon the Developer not only as to the amount of damages, but also as to its
753 liability to the Village.

754 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the
755 acceptance by the Village of all public improvements insurance with minimum limits and
756 coverage as shown below:

757 1. For Developer's contractors and others working on the Site, Worker's Compensation,
758 including Occupational Disease, Insurance meeting the statutory requirements of the
759 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five
760 Hundred Thousand Dollars (\$500,000.00).

761 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
762 providing limits for bodily injury and personal injury of One Million Dollars
763 (\$1,000,000.00) combined single limit. The policy must include the Village and its
764 agents, officers and employees as "additional insured" and provide premises, operations,
765 elevators, damage, blanket contractual covering indemnities within contract documents,
766 products and completed operations coverage and be endorsed as "primary and non -
767 contributory" to any insurance of the additional insured, except from their sole
768 negligence.

769 3. For Developer's contractors and others working on the Site, Comprehensive Automobile
770 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired
771 vehicles with limits of liability equal to those set forth in paragraph B (2) above.

772 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
773 commencement of construction or Site preparation activities, evidence of the issuance of
774 policies covering the above recited insurance requirements and an endorsement to those
775 policies evidencing that the Village, its officers, employees and agents and the Village
776 Engineer have each been added as an additional insured.

777 All endorsements must state that notice of any material change in coverage or nonrenewal or
778 cancellation will be provided to the Village not less than thirty (30) days prior to the effective
779 date of any such change, nonrenewal or cancellation. The form of the endorsement of
780 insurance will be subject to the approval of the Village, prior to commencement of
781 construction or Site preparation activities, which shall not be unreasonably withheld.

782 D. No Limit on Liability. It is understood and agreed that the insurance coverage and limits
783 required above shall not limit the extent of Developer's responsibilities and liabilities
784 pursuant to this Agreement or imposed by law.

785 Section XIII. Agreement for Benefit of Purchasers.
786 Developer agrees that in addition to the Village's rights herein, the purchaser of any lot or any
787 interest in any lot or parcel of land in the development and the Homeowners' Association for the
788 Site shall be third-party beneficiaries for the limited purpose of ensuring that developable lots are
789 ultimately made available for purchase in accordance with the terms of this Agreement.
790 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly
791 understood and agreed that any or all of the provisions of this Agreement may be amended,
792 modified, waived, and/or annulled by written agreement by and between the Developer and the
793 Village alone, without any requirement that the purchaser or owner of any lot or parcel of land in
794 the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join
795 in or consent to same.

796 Section XIV. General Conditions and Regulations.
797 All the provisions of the Village ordinances relating to the development of land through the use
798 of Preliminary and Final Plats, as amended from time-to-time, are incorporated herein by
799 reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as
800 fully as if set forth at length herein. This Agreement and all work and improvements required
801 hereunder shall be performed and carried out in strict accordance with and subject to the
802 provisions of said ordinances and this Agreement. This Agreement shall not be deemed to
803 modify or suspend any provisions of the Village Ordinances (now existing or as subsequently
804 amended) relating to the development or use of land. All such provisions shall apply to the
805 Project in accordance with applicable law.

806 Section XV. Assignment.
807 Developer shall not assign this Agreement without the prior written consent of the Village.

808 Section XVI. Amendments.
809 The Village Board and Developer, by mutual consent, may amend this Agreement at any
810 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,
811 be obligated to consider consenting to an amendment until after first having received a
812 recommendation from the Village Plan Commission.

813 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.
814 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
815 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
816 capacity and not individually, and shall have no personal liability or responsibility hereunder;
817 and personal liability as may otherwise exist, being expressly released and/or waived.

818 Section XVIII. Miscellaneous Provisions

819 A. This Agreement may be executed in one or more counterparts, each of which shall be
820 deemed an original but all of which together shall constitute one and the same instrument.

821
822 B. This Agreement is the complete and entire agreement of the parties with respect to the
823 matters covered by this Agreement, and it shall supersede all prior agreements to the
824 contrary. No agreements, promises, or representations made during or in connection with
825 the negotiations for or approval of this Agreement shall be binding or effective unless
826 they are included herein. This Agreement may be introduced into evidence by any party
827 without objection in any action to enforce the terms of this Agreement. No modification
828 of this Agreement shall be binding unless in writing and signed by Developer and
829 Village.

830
831 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
832 by all parties and that all parties together shall be construed to be the drafter hereof and
833 this Agreement shall not be construed against any party individually as drafter.

834
835 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
836 employer/employee relationship, joint employer, a joint venture or partnership
837 relationship, or a principal/agent relationship.

838
839 E. Survival. All agreements, representations, or warranties made herein shall survive the
840 execution of this Agreement and the making of the grants hereunder. This Agreement
841 shall be binding upon the Parties, their respective successors and assigns.

842
843 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
844 for Waukesha County.

845
846 G. Easements. Developer shall provide documentation satisfactory to the Village that it has
847 legal power and authority to grant all easements required under this Agreement.

848 IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed
849 by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original
850 counter-parts the day and year first above written.

851 [SIGNATURES FOLLOW]

852

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B Site Plan

Exhibit C Zoning

Exhibit D Proposed Condominium Plat

Exhibit E Plans and Specifications

Exhibit F Storm Water Management Facility Maintenance Agreement

Exhibit G Temporary Access Easement

Exhibit H Phase I Evaluation

Exhibit I Public Access Easement

Exhibit J Permanent Access/Maintenance Easement

Exhibit K Subdivision Declarations